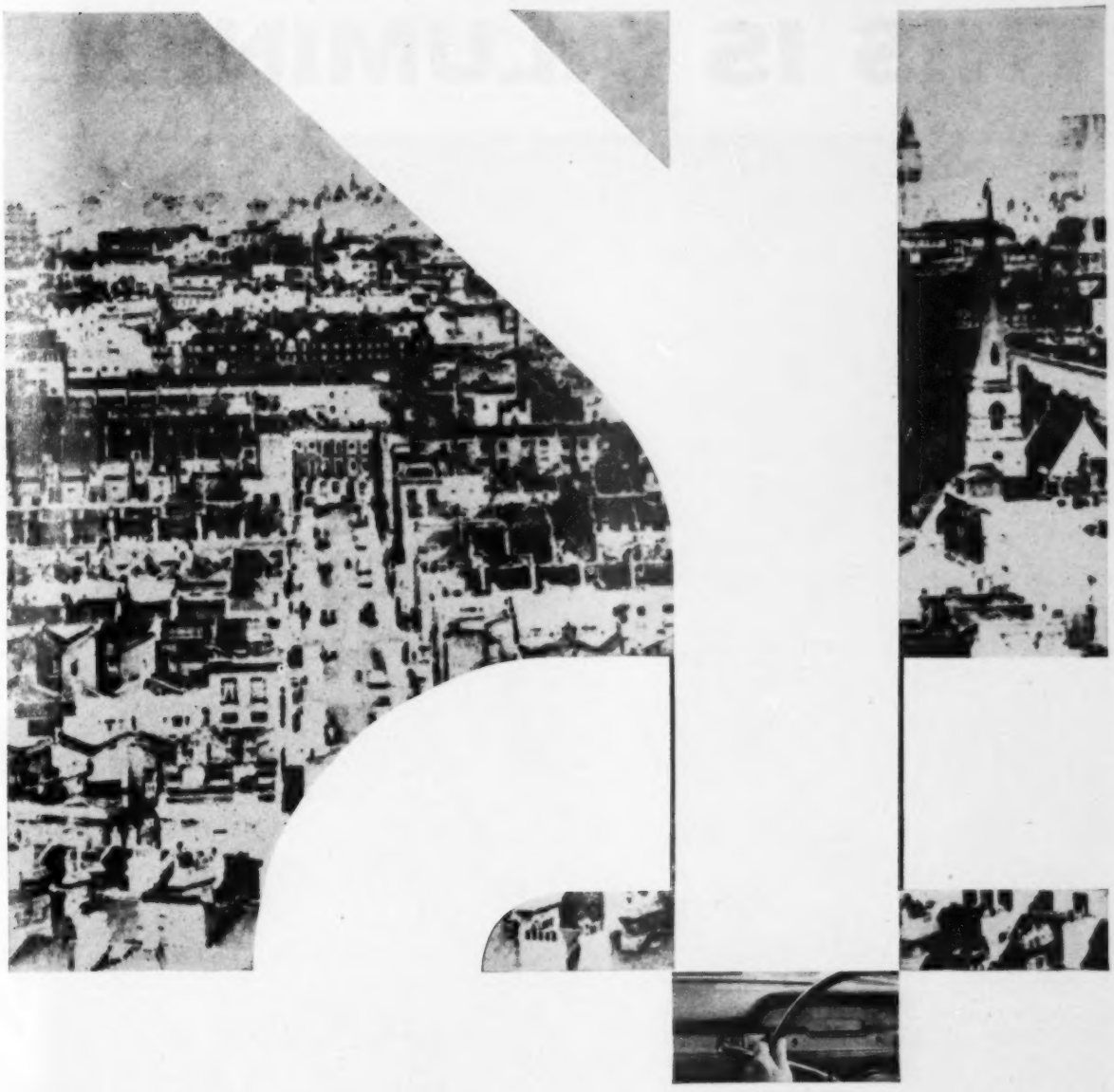
THE CHARTERED SURVEYOR

THE JOURNAL OF

THE ROYAL INSTITUTION OF CHARTERED SURVEYORS

12 Great George Street, Parliament Square, Westminster SW1

MAY 1961



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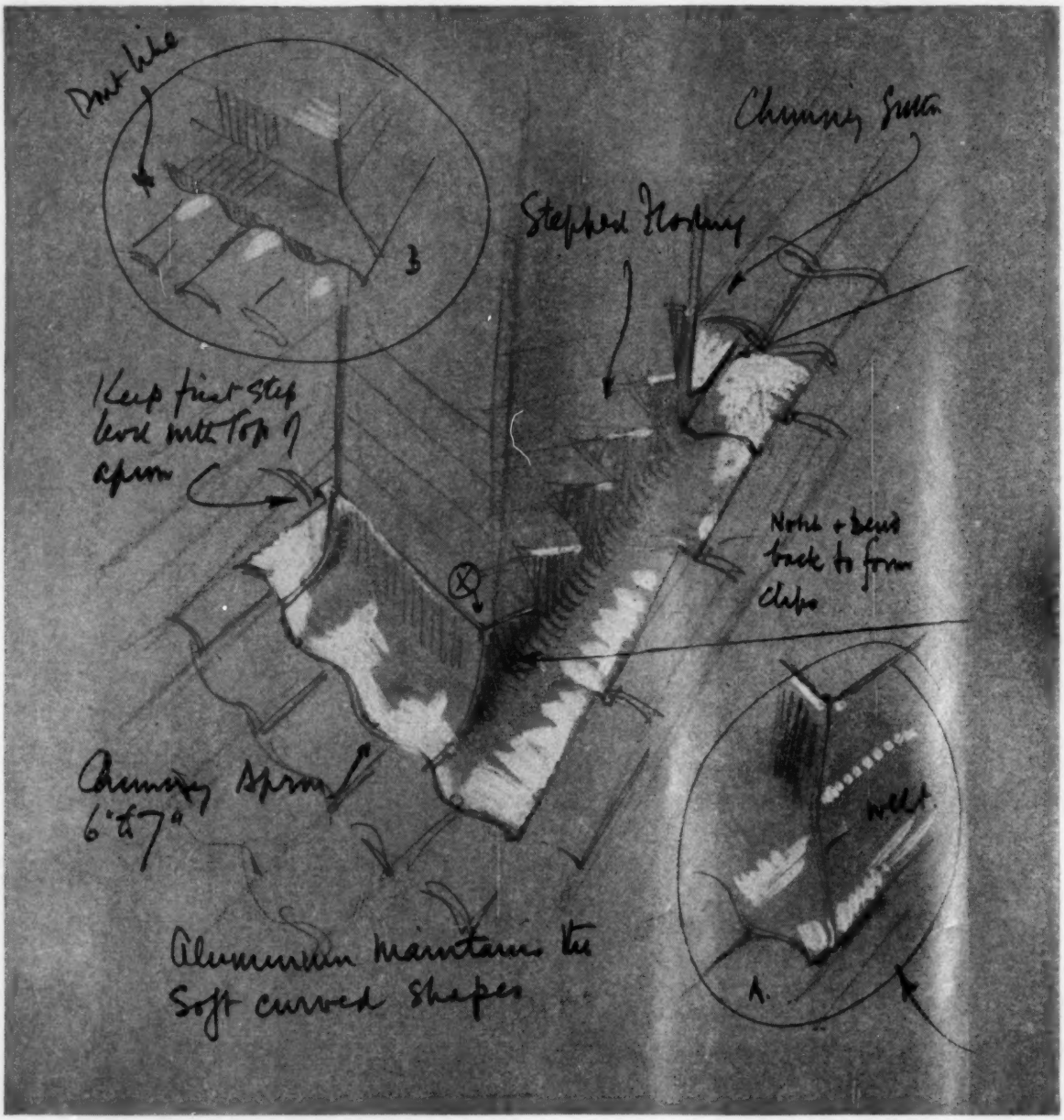

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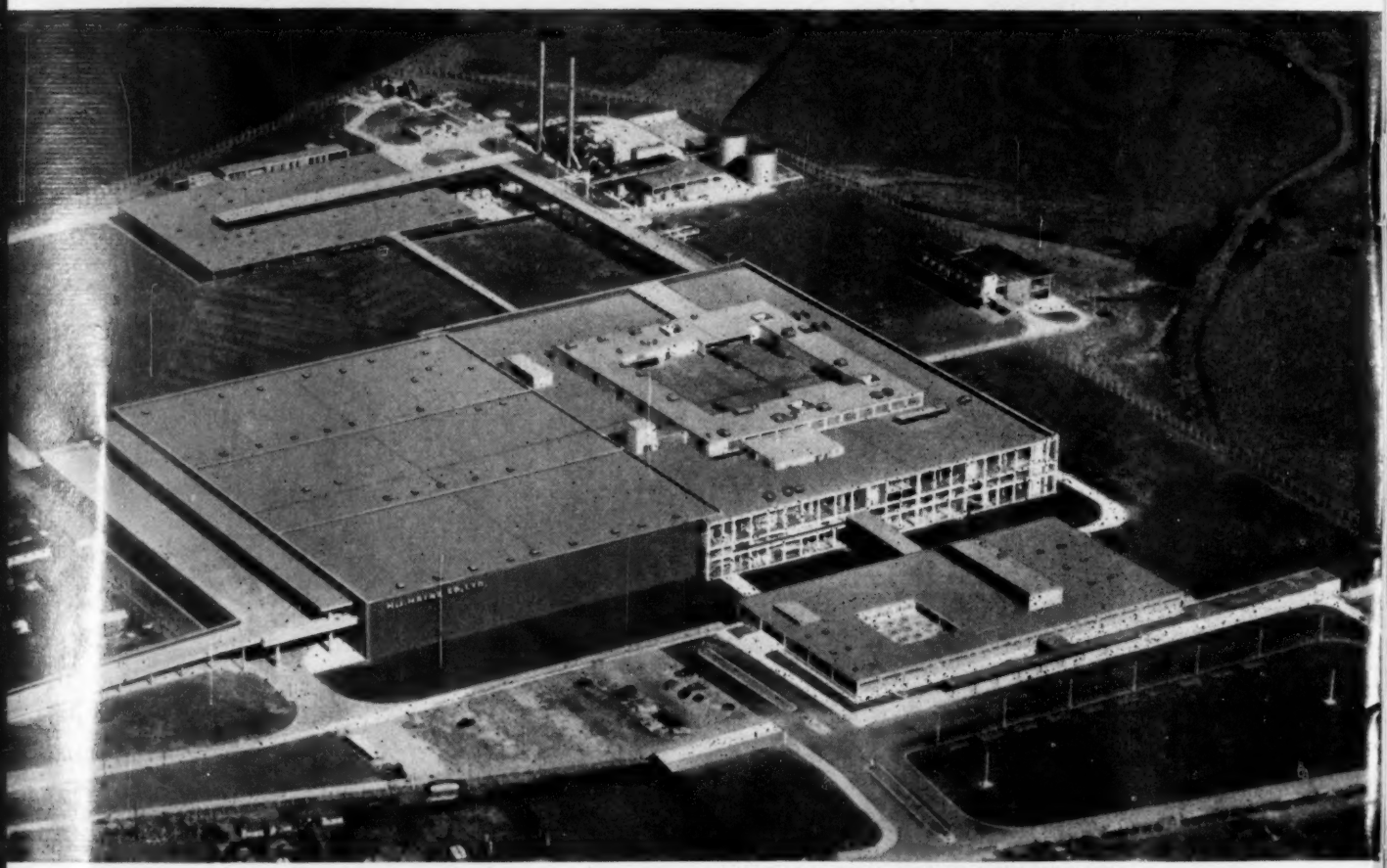

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FORTHCOMING ARRANGEMENTS

Institution Meetings

1st May, 5.45 p.m. — **'Valuers, Quantity Surveyors and Architects—Combined Operations or Eternal Triangle'** at Church House, Westminster.

12th June, 5.45 p.m. — **Annual General Meeting**

Chartered Surveyors Annual Conference
University of Leicester
4th-8th July, 1961

Junior Organisation

18th May, 6.15 p.m. — **Annual General Meeting**

4th May, 6.15 p.m. — **'Building at the Zoo'** at the Meeting Hall, Zoological Gardens, Regent's Park

26th May, 7-11 p.m. — **Dance on the River Thames**

Cricket

17th May, 11.30 a.m. — **Cricket Match v. President of Club Cricket Conference Eleven** on Catford Cricket Ground, S.E.6.

31st May, 11.30 a.m. — **Cricket Match v. London Master Builders Association** on Holloway Sports Ground, S.W.18

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Editor Timothy Crowther, BSC(EST. MAN.)

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THE LIBRARY IS OPEN DURING THE SAME HOURS BUT STAYS OPEN UNTIL THE BEGINNING OF MEETINGS THAT START AT A LATER TIME.

THE CHARTERED SURVEYOR

The Journal of

THE ROYAL INSTITUTION OF CHARTERED SURVEYORS

VOL. 93 MAY, 1961 NO. 11

Editorial Notes

Annual General Meeting

THE last event of the current session will be the Annual General Meeting to be held at the Institution on 12th June, 1961, at 5.45 p.m. On this occasion the Annual Report of the Council and the Statement of Accounts are presented to members by the President. The Chairman of Standing Committees and the Junior Organisation will be present to comment on any interesting points and to answer questions ; formal business will be kept to a minimum in order to allow ample time for discussion. The Branches have been invited to send representatives to the meeting to comment on the Report and to attend a dinner that evening arranged for them and for members of the Internal Services Committee.

In order to give members an opportunity of studying the Report, the Council have recently decided that copies should be circulated with the June issue of *The Chartered Surveyor*. In presenting the Report to the Annual General Meeting, the President will comment on any important events that have taken place since the Report was printed.

The Agenda for the meeting is enclosed with this issue. Please note that the time has been altered tc 5.45 p.m. ; this alteration has been made to enable members to attend more easily than in previous years.

Annual Price Review, 1961

THE results of this year's Annual Price Review are contained in a White Paper (Cmnd. 1311, 1*s.* 3*d.* net) published on 16th March, 1961.

The Government's main objective this year was to tackle the problems of beef, milk, pigs, barley and marketing. Too little beef is being produced and the guaranteed price is therefore to be raised by the substantial amount of 10*s.* a cwt.

Milk production has been increasing at a faster rate than has the consumption of liquid milk and in consequence the pool price paid to farmers has been falling. The unions together with the Milk Boards have agreed to try to devise a satisfactory scheme to modify the pooling arrangements under the milk marketing schemes, which would have the effect of obscuring from producers the consequences of producing more than can be sold profitably. Meanwhile the guaranteed price for the standard quantity is to be raised by a little over $\frac{3}{4}$*d.* a gallon.

The basic price for pigs is to be raised by 3*d.* a score and the Government have undertaken not to reduce this at the 1962 review. The structure of the pig guarantee is also to be altered : the basic price will be increased automatically by stated amounts when too few pigs are in prospect, and reduced when there are too many. The immediate effect of this flexible guarantee will be to increase the new basic price by a further 6*d.* a score.

Production of barley has almost doubled since 1954 and the rate of subsidy is now nearly half the market price ; the guaranteed price is therefore being reduced by the maximum amount of 1*s.* 2*d.* a cwt. Wheat is left unchanged. Oats will be increased by 3*d.* a cwt. The guaranteed price for potatoes is being increased by 5*s.* a ton. The fertilizer subsidy is being reduced by £2$\frac{1}{2}$ million.

The effect of the changes will be an extra £14 million on the value of the guarantees. Of this amount £7 million will be charged to the Exchequer and the remaining £7 million (which is the cost of raising the guaranteed price of milk) will be found by leaving the retail price of milk at a level of 8*d.* a pint throughout the year.

The Government are introducing arrangements to give barley growers an incentive to hold their crop until later in the season, and for strengthening the potato market in years of heavy surplus and low prices. To encourage co-operation among farmers the Government are to make grants towards the cost of buildings for machinery syndicates.

Planning Research

The Town Planning Institute has published a comprehensive register of research work carried out in the United Kingdom in town and country planning and related fields. The register, which is available from the T.P.I., price 18*s.* 6*d.* net, will be reviewed in the June issue of *The Chartered Surveyor*.

Dunbarton Rents

SECTION 73 (5) of the Housing (Scotland) Act, 1950 provides that a local authority for the purposes of the Act " shall from time to time review rents and make such changes either of rents generally or of particular rents and rebates as circumstances require." In May, 1960, a number of Dunbarton County Councillors, exercising powers under section 356 (1) of the Local Government (Scotland) Act, 1947, complained to the Secretary of State for Scotland that the Council had not, over a period of years, complied with section 73 (5). The Secretary of State ordered a Public Inquiry; the report, by Mr. G. C. Emslie, MBE, QC, has recently been published (H.M.S.O., 1*s.* 3*d.*).

The report cites examples from the facts which were presented to the Council over recent years by officials. For instance in August, 1960, the County Treasurer advised the Council that the average rent of 2*s.* 10*d.* (*sic*) per week was the lowest in the whole of Scotland and compared unfavourably with the average rental of 10*s.* per week for the hire of a television set. And in April, 1960, the County Treasurer pointed out that rent then represented only 9.31 per cent of the total housing income and that 58.74 per cent of that income had to be found by exacting contributions from the general body of the ratepayers. " No reasonable local authority," concludes the report, " properly and fairly applying its mind to the relevant factors, could have reached the decisions taken by Dunbarton County Council. . . . I have no hesitation in concluding that throughout the period 1950–60, on the many occasions on which it was alleged that review of rents was being carried out, the decisions to make no change of any kind in rents were arrived at in bad faith, upon grounds which were quite irrelevant, and by deliberately ignoring factors which should have been taken into account."

Fire Down Below

TELEVISION and death by fire may not seem to have much in common, but they were two of the items that caught the attention of the press in recent addresses to the Institution. These addresses were, in terms of press reports, the most popular of the session.

In Mr. A. L. Strachan's address, " The Changing Pattern of Living " (see *The Chartered Surveyor*, November, 1960), the suggestion which captured the imagination was that houses of the future should have a separate room where people could get away from the sight and sound of television. All the national dailies reported this, to the extent of 100 column inches of print, and Cassandra gave it pride of place in the " Daily Mirror " under the pithy heading " Life Minus the Telly." The total coverage was some 600 column inches, including an editorial mention in " Punch " and also reports in newspapers as far afield as New Zealand, South Africa, Southern Rhodesia and British Guiana.

Smoke, rather than burning, was the main cause of deaths in fires, said Mr. F. W. Delve in his address " Fire Precautions in Buildings " (see *The Chartered Surveyor*, February, 1961). Although the total press coverage of this address—some 400 column inches—was less than Mr. Strachan's, it did make the B.B.C. News at 6 p.m. and 10 p.m., against the competition of news reports from all over the world. One provincial newspaper printed a report under the heading "Smoke Before Fire"; in the middle of this was a box which read " Lighting Up Times : 4.26 p.m. to 7.56 a.m. " !

Report of the Forestry Commissioners

THE Forty-First Annual Report of the Forestry Commissioners for the Forest Year ended 30th September, 1960, has recently been published (H.M.S.O., 5*s.* 0*d.* net).

The area planted in the year under review increased by over 6,500 acres to 61,700 acres, which was greater than that planted in any year since 1956 and more than the annual average the Commission must maintain to achieve the programme of 300,000 acres in the five years 1959–63 approved in 1958.

The Commission continued to be faced with difficulty in acquiring all the land necesary to support their programme and in Wales particularly the problems resulting from inadequate reserves of plantable land were felt acutely. For the country as a whole the reserve stood at 333,000 acres at the end of the year (England 98,800 acres ; Scotland 178,800 ; Wales 55,300) as against a desirable reserve of 390,000 acres. The plantable land acquired during the year amounted to 59,244 acres (England 19,983 acres ; Scotland 32,599 ; Wales 6,662).

Any tendency to complacency where forest fires are concerned was summarily checked by the experience of 1960 ; 1,596 acres were destroyed, with an estimated loss of £128,000. Three fires in Scotland accounted for the greater part both of the acreage burned and of the damage. Most unfortunately, one of these fires, at Bennachie in Aberdeenshire, where nearly 600 acres were destroyed at a cost of over £35,000, arose when burning undertaken by the Commission's staff with the intention of reducing fire risk got out of hand. Muirburning on an adjoining estate was the cause of the second large fire and the third was almost certainly started by a cigarette end thrown from a private motor-car.

Prices for softwoods, which had fallen during the previous year, were slightly higher, though still about 8 per cent below those ruling in 1958. Generally, by the end of the year, merchants were able to sell all the material, both softwood and hardwood, which they had on offer. Sales of home-grown timber to the paper-pulp and board industries from Commission and private sources had more than doubled over the past three years and mills established in recent years continued to take large supplies.

"Gazoomphing the Sarkers"

THE most surprising thing about mock auctions is that, in spite of all the publicity given to the exposure of all the tricks of this rather dubious trade, people are still being taken in. A Private Member's Bill which is an attempt to put an end to this form of organised trickery has now received a Second Reading in the Commons. One of the interesting features of the well-informed debates on this subject which have taken place in both Houses of Parliament has been the graphic descriptions, in the true vernacular, of what constitutes a mock auction. For instance : ". . . the Top Man operates his joint by nailing the steamers among the plunder snatchers in the pitch got by his frontsmen, running out the flash gear or hinton lots as N.S. lots, to ricks and gees or to hinton, and gazoomphing the sarkers with swag and plunder, while the raving Noahs are silenced with bung-ons and the bogies are smitzed to hinten to noise the edge."

Clearly mock auctions have brought disrepute to the genuine auction and the Bill has the support of the professional bodies concerned, and of the Government.

Institution Notices

OBTAINING DIPLOMA CERTIFICATES BY FALSE PRETENCES

On 23rd March, 1961, Victor John Woodward (who is not and never has been a member of the Institution) pleaded guilty before the Chief Magistrate at Bow Street to two charges of obtaining diploma certificates of the Institution by false pretences, and to three of making false statements in connection with passport applications. He also admitted having obtained a certificate of membership of the Institution of Civil Engineers by false pretences and asked for that to be taken into consideration.

The false pretences in relation to the diploma certificates consisted in the writing of letters purporting to come from a genuine member of the same surname and asking for the replacement of lost certificates.

Victor John Woodward was committed by the Chief Magistrate to the County of London Sessions for sentence. He appeared there on 30th March, and he was then remanded in custody until 27th April, 1961. A short further report will be made in a later issue.

DISCIPLINARY ACTION

At a special meeting held on the 11th April, 1961, the Council, acting in accordance with the powers conferred upon them by Bye-law 22 (1), suspended for a period of three years the membership of Mr. Christopher Paul Kirby (PA), recently of Kenya and Tanganyika but now of London, N.W., for breaches of Bye-law 21 (1).

INSTITUTION EXAMINATIONS

The Council have received with gratitude a gift of £500 from Mr. R. H. Mills (PA) for the establishment of a prize fund for the Institution's examinations.

Mr. Mills won the Penfold Gold Medal in 1908 and, although now resident in London, lived formerly in Sussex. He has expressed the wish that the Prize should be known as THE ROBERT HENRY MILLS PRIZE, to be awarded annually to the candidate who obtains the highest percentage of marks in the Final Examination in the valuation section. The Prize will be the interest accruing on Mr. Mills's gift of £500, and will be awarded for the first time in 1962.

The Council have expressed their sincere appreciation of Mr. Mills generous action.

MEMBERS SEEKING TO ACQUIRE PROPERTY ON BEHALF OF CLIENTS

The Councils of the four societies represented on the Fees and Practice Joint Conference, namely the Royal Institution of Chartered Surveyors, the Chartered Land Agents Society, the Chartered Auctioneers and Estate Agents Institute and the Incorporated Society of Auctioneers and Landed Property Agents, have decided to recommend members who are seeking to acquire property on behalf of a client to include, as a matter of courtesy, in communications addressed to owners a suitable clause designed to secure that the interests of any agent acting for the owner are not prejudiced.

DIRECTIONS TO MEMBERS ON ADVERTISEMENTS AND OTHER PUBLIC ANNOUNCEMENTS

Corporate members of the Institution, other than chartered quantity surveyors, will be receiving with this issue of *The Chartered Surveyor* copies of the revised Directions to Members on Advertisements and other Public Announcements of which mention was made in the April issue, page 532. The revised Directions, which are also being issued to members of the Chartered Land Agents Society, the Chartered Auctioneers and Estate Agents Institute, and the Incorporated Society of Auctioneers and Landed Property Agents, are to become effective from 1st June, 1961.

LIST OF MEMBERS

The current list of members has now been published and is available to members at a price of 5s. This list is correct up to 3rd October, 1960.

COLLEGE OF ESTATE MANAGEMENT

If the number of members wishing to take part justifies it, arrangements will be made by the College of Estate Management to provide a course of lectures during 1961 at the College, St. Alban's Grove, Kensington, London, W.8, on the subject of the Civil Engineering Standard Method of Measurement and the General Conditions of Contract for Civil Engineering Work.

Members who would be interested in attending this series of lectures are invited to send their names and addresses to the Secretary of the College as soon as possible.

Institution Sport

HOCKEY

The match against the Insurance Hockey Association held on 22nd February resulted in a loss by 3–0.

The match against the Chartered Auctioneers and Estate Agents Institute on 16th March was also lost 5–3. This match, which was played at a great pace, was an exciting one and the surveyors held the lead on two occasions but were outpaced by the auctioneers' excellent forward line in the second half.

This was the 13th match since the war against the auctioneers of which the surveyors have won 7, the auctioneers have won 5 and 1 match was drawn.

GOLF

The Chartered Surveyors Golfing Society played its Annual Match against Lloyds Golf Club at Swinley Forest on 23rd March, 1961. The Society won by 6 matches to 2.

Forthcoming Arrangements

C.E.M. RESIDENTIAL COURSE

As part of the 1961 programme of residential vacation courses for its postal students, the College of Estate Management is organising a course for those students taking the Institution's Final Quantities examination in 1962. This course will be from 24th–29th September and will not be restricted to College of Estate Management students. Those interested are asked to apply for further details to the Secretary, College of Estate Management, St. Alban's Grove, Kensington, W.8. Closing date for applications : 31st July, 1961.

QUANTITY SURVEYORS ANNUAL DINNER, 1961

The Quantity Surveyors Annual Dinner will be held at Grosvenor House on Tuesday, 21st November, 1961.

Application forms will be sent to all corporate quantity surveyor members with the June issue of *The Chartered Surveyor* and they must be completed and returned to the Institution by 30th June. Members will each be limited to one guest's ticket and any places remaining available after 30th June will be allocated by ballot.

ROYAL AGRICULTURAL SHOW 1961 : CAMBRIDGE

Arrangements are being made to provide a luncheon and tea tent with a licensed bar for members and their friends visiting the Royal Show at Cambridge from 4th to 7th July inclusive. Further details will be published shortly.

JUNIOR ORGANISATION

Annual General Meeting

The Annual General Meeting will be held at the Institution at 6.15 p.m. on Thursday, 18th May, and will be followed by a film show, including " My Word is My Bond " dealing with the Stock Exchange, and a film about the Port of London Authority.

The Annual General Meeting will be preceded at 5.15 by a short meeting at which members can discuss with the London Sub-Committee resolutions to be submitted to the Annual Conference by the London and unattached section.

Annual Dance

Tickets are still available for the dance on Friday, 26th May, of which full details were given on page 582 of the April issue of *The Chartered Surveyor*. They can be obtained from the Honorary Secretary (price £1 1*s*. 0*d*.).

Obituary : Rex Procter

The tragic death of Rex Procter and his wife Eileen in a car accident on the 22nd March came as a shock to their many friends and associates. It is recorded with profound regret.

Born in 1903 Rex Procter was a hereditary freeman of the City and County of Kingston-upon-Hull. He was educated at Malet Lambert School, Hull and at York and was articled to Mr. G. C. Ferrey who practised in Hull. He qualified and became a Professional Associate in 1929 and was elected to the Fellowship in 1941. For five years he served the Sudan Government and became Chief Quantity Surveyor of their Department of Irrigation. He spent nine years in local government service and became Chief Quantity Surveyor of Leeds Corporation before setting up in private practice as a quantity surveyor in 1939. For several years he was associated with Mr. J. R. Miller (F) in a partnership which terminated amicably and in 1950 his firm assumed the title of Rex Procter and Partners. It is fortunate that he had four partners to continue the tradition.

A keen sportsman he played county rugby football, county league cricket and was a senior county oarsman. He also participated in boxing, tennis and athletics. Rugby football was his greatest love and after his playing career he became a referee on the Yorkshire Panel and more recently Chairman of the Leeds Rugby League Football Club. He was also known as an outstanding fly fisherman and a good shot. He had a reputation as a naturalist and was for many years Secretary of the Yorkshire Naturalists Society.

The Institution played a large and ever-increasing part in Rex Procter's life and he gave freely of his time and energies. He took an active part in the affairs of the Yorkshire Branch and was past Chairman and Honorary Secretary of the Branch and past Chairman of the Quantity Surveyors Section. He was a Member of Council (representing Yorkshire) and a Member of the Quantity Surveyors Committee. His interest in education led to membership of the Special (Review of Educational Policy) Committee and he addressed packed houses of the Junior Organisation, holding and stimulating their interest without reference to the notes which he had most carefully prepared.

A qualified architect who never practised, Rex Procter, although not qualified in law, was a recognised authority on building law and had a leading practice as an arbitrator. His papers and articles on legal cases provided a fund of useful information.

His boundless energy led also to active participation in local affairs. He was known and respected in Yorkshire as a Justice of the Peace, Magistrate, Member of County Councils Association, Rural District Councillor and Past President of Leeds Rotary Club. He was also Past Chairman of the Yorkshire Regional Joint Consultative Committee of Architects, Quantity Surveyors and Builders.

Rex Procter was a man of outstanding ability and natural charm. Although well informed on most subjects his insatiable curiosity kept him constantly in pursuit of knowledge. What a good companion he was with his dry Yorkshire humour and endless supply of anecdotes and how he revelled in the company of his fellow men. His many friends will mourn his passing and sympathise with his two daughters and his son Charles in this sudden loss of both their parents.

His death leaves a gap in many walks of life, which it will be hard to fill.

R. C. M.

Annual Branch Conference

The Annual Conference of Chairmen and Honorary Secretaries of the Branches with the Council was held at the Institution on 7th March, 1961, with the President, Mr. J. D. Trustram Eve in the Chair. A report of the proceedings is published below.

Action taken on resolutions passed at the 1960 Conference

The SECRETARY reported on the action taken on the resolutions carried at the 1960 Conference.

Resolution 2 (that the Council should revise the constitution and regulations of the Branches, and include as *ex officio* members the Secretary of any Sectional Committees within the Branch); this proposal had been referred to a Working Party formed to consider the existing Branch regulations. A letter had been sent to Branch Committees asking them whether or not they had any other amendments to suggest to the Branch regulations. The replies from Branches had now been received and were being considered.

Resolution 6 (that members may be permitted to pay their subscriptions by Banker's Order in two equal half-yearly instalments); a Working Party had been formed by the Finance Committee to consider this and a proposal to introduce a degree of mechanisation in the accounts department, but it had not yet reported.

Resolution 13 (that the Council be asked to make arrangements for the professional examinations to be held bi-annually in March, as at present, and again in September; the September examinations to be held in London only and to be available only to those candidates who were referred back in a limited number of subjects in the Intermediate and Final Examinations in the previous March); this resolution, with an amendment which added the words "at a cost economic to the Institution," was carried by 22 votes to 3. The Council on 2nd January, 1961, had agreed with the recommendation of the Elections and Examinations Committee that as a matter of policy bi-annual re-examination in the Typical subject of the Final examination should be introduced.

It had been further agreed that, as an experiment, candidates referred back in the Typical subject of the Final Examination in the spring of this year should have the opportunity of being re-examined in London only in the autumn. The fee, which had been fixed to cover the estimated cost of the examination, would be six guineas.

Resolutions

Resolution 2: Mr. R. G. FANSHAWE (Middlesex and Urban Essex) moved and Mr. G. G. LANGRIDGE (Kent) seconded :—

> "*That the Council be asked to consider the desirability of taking further steps to ensure that, prior to election to corporate membership, candidates are fully aware of the professional responsibilities and conduct expected of a chartered surveyor.*"

Mr. Fanshawe said his Branch believed that at the point where a young man was elected a corporate member he should be given some guidance on various aspects of professional practice. Guidance should be given on such matters as a member's responsibilities to his clients and the financial liability undertaken in the advice and guidance which he gave.

Mr. H. J. RIDGE (Berkshire, Buckinghamshire and Oxfordshire) said his Branch were very much in favour of this resolution, but the time of election was too late to make the candidate aware of his professional responsibilities and the conduct expected of him. Mr. B. W. METCALF (Devon and Cornwall) supported the resolution. Mr. G. R. SYMMONS (Chairman, Elections and Examinations Committee) said the Elections and Examinations Committee would welcome any means of impressing on candidates the importance of, suitable training and instruction in professional ethics and behaviour. They would also welcome means of ensuring that they obtained it. One reason why at least two years training in an office was necessary before election to corporate membership was that it had been felt that this was the best means of ensuring that candidates knew the standards of professional conduct expected of them. The PRESIDENT said that a personal letter to every newly elected member was always sent by the President, which attempted to do what this resolution asked for. 78 per cent of all new members attended a meeting at which they were handed the diploma by the President, who tried in his speech to tell them what their duties were.

The resolution was carried by 30 *votes to* 1.

Resolution 3: Mr. R. G. FANSHAWE (Middlesex and Urban Essex) moved and Mr. P. H. TOY (Kent) seconded :—

> "*That the Council be asked to consider the desirability of making advice available to members wishing to commence in private practice on their own account or in partnership with others.*"

Mr. Fanshawe said that in his Branch they had had a few cases of young men who had entered into partnerships which, with a little help and guidance, would have been recognised as unsatisfactory.

Mr. W. S. GOODBODY (Council) said an opportunity to enter private practice had to be seized when it arose, and a young man could only consult his friends and fellow surveyors in an attempt to get the information which he wanted. Mr. C. R. MALLET (London, North West), Mr. B. W. METCALF (Devon and Cornwall), and Mr. P. D. SCOTT (Surrey) also spoke. Mr. C. D. PILCHER (Chairman, General Purposes Committee) said he welcomed the resolution.

The resolution was carried by 27 *votes to* 1.

Resolution 4: Mr. W. N. D. LANG (London, City and Eastern) moved and Mr. H. L. DANNHAUSER (Kenya) seconded :—

> "*That the second paragraph of Branch Regulation* 27, *which debars Professional Associate members of Branch Committees from voting on applications for transfer to the Fellowship or to sit for the Direct Fellowship examination, be deleted.*"

Mr. Lang said his Branch took the view that this paragraph of the Branch Regulations was completely out of date and not in conformity with the current policy of the Institution.

Mr. B. C. BRIANT (London, South Western) said his Branch were against this resolution. Mr. A. T. BRETT-JONES (Council) supported the resolution. It was all very well in theory to say that the lower grade of membership should not elect the higher one, but in fact that was not carried out in

practice in the Institution or anywhere else. On the Council, Professional Associates took part in the election of the President, and they voted when disputed cases came up. Mr. R. H. MILDRED (Gloucester, Somerset and North Wiltshire), Mr. P. D. SCOTT (Surrey), Mr. N. R. PALMER (Northumberland and Durham) and Mr. D. MORRIS (Singapore) supported the resolution. Mr. C. J. PITHER (Nottinghamshire, Lincolnshire and Derbyshire) and Mr. J. T. ROBINSON (Middlesex and Urban Essex) opposed the resolution. Mr. C. D. PILCHER (Chairman, General Purposes Committee) said the views of the Conference would be considered by the General Purposes Committee.

The resolution was carried by 23 *votes to* 7.

Resolution 5 : Mr. P. J. KERR (Gloucester, Somerset and North Wilts) moved and Mr. F. A. RICHARDSON (Yorkshire) seconded :—

> " *That the number and qualifications of senior surveyors in all types of offices (whether chartered or non-chartered, private or public) be stated on forms of application both for studentship and for sitting the various examinations of the Institution.*"

Mr. Kerr said that in the course of the last two years his Committee had found it necessary on three occasions to investigate whether or not there were sufficient qualified people for the number of pupils taking the examinations. It seemed that if the information which was called for on the additional form could be given on the normal form, a good deal of this investigation would be unnecessary and the Committee could decide straight away whether or not the firm was suitable as a place of training.

Mr. H. J. RIDGE (Berkshire, Buckinghamshire and Oxfordshire) said his Branch was broadly in support of the resolution, but one fact which they had noted in the discussion was that on all application forms the name and qualifications of the man responsible for the training had to be given, which seemed to meet the main purpose of the resolution. Mr. B. W. METCALF (Devon and Cornwall) and Mr. H. L. DANNHAUSER (Kenya) also spoke.

Mr. G. R. SYMMONS (Chairman of the Elections and Examinations Committee) said that the present practice was for the additional declaration forms in the case of quantity surveying candidates employed in public departments or the offices of non-chartered quantity surveyors to be sent to the principal, who was asked to fill it in and return it direct to the Institution, as it had been found that great exception had been taken by principals to forwarding the information through the candidate. If this had to be done for all applications, it would place tremendous additional work on the staff.

The most important thing in the case of every candidate was to know the name and qualifications of the person training him and how many candidates there were in the office. This was covered by the present examination application form which was introduced some years ago.

An amendment to the resolution resulted in a tie, 12 *voting in favour and* 12 *against. The President gave his casting vote against the amendment.*

The resolution was then put and rejected, 7 *voting in favour and* 14 *against.*

Resolution 6 : Mr. H. J. RIDGE (Berkshire, Buckinghamshire and Oxfordshire) moved and Mr. F. A. RICHARDSON (Yorkshire) seconded :—

> " *That the Council be requested to revert to their previous practice of approaching Branches for names of persons considered to be suitable to serve on the Standing Committees of the Institution.*"

Mr. Ridge said the reason for the resolution was that his Branch wanted the Council to revert to the old practice of inviting nominations from the Branches, with the aim of ensuring more complete representation, a greater continuity, a greater and closer interest and perhaps a little more intimacy and awareness of the workings of the Institution.

Mr. K. M. SANDERS (London, City and Eastern) supported the resolution. The Branches were in much closer touch with their members than headquarters could possibly be. Mr. G. G. LANGRIDGE (Kent), Mr. R. J. R. SAWYER (Hampshire, Dorset and South Wiltshire) and Mr. C. J. PITHER (Nottinghamshire, Lincolnshire and Derbyshire) also spoke. Mr. C. D. PILCHER (Chairman, General Purposes Committee) said the new procedure was made last year because it was seen that it was not possible to find a place for a very large number of the members recommended by Branches, and it was simply an attempt to relieve Branches of a certain amount of work. If the Branches preferred the previous arrangement there was no reason why it should not be introduced again.

The resolution was carried by 10 *votes to* 8.

Resolution 7 : Mr. W. N. D. LANG (London, City and Eastern) moved and Mr. J. E. MORGAN (Scotland) seconded :—

> " *That the Council be asked to examine the present rules for nominating candidates for election to the Council and for voting in that election, in view of the failure of the present system to ensure that Branch and Sectional representatives can only be nominated and elected by those whom they are intended to represent.*"

Mr. Lang said that for a few Branches an additional member had been nominated last year, in one case by members who did not belong to the Branch for which they sought to nominate this member. That seemed to be wrong and undemocratic.

Mr. N. H. DEACON (Rural Essex) said that it was possible at present for someone to be nominated who had not been considered by the Branch at all, and his name would then go forward to the balloting list and be voted on by the entire membership, with the result that the Branch might have as a representative someone whom they did not nominate ; every single member of the Branch might have voted against him, but he could nevertheless become a representative of that Branch. Mr. P. J. KERR (Gloucester, Somerset and North Wiltshire) and Mr. R. G. FANSHAWE (Middlesex and Urban Essex) also spoke. Mr. C. D. PILCHER (Chairman, General Purposes Committee) said that the occasions on which this power had been exercised had been exceedingly rare.

An amendment to delete the words " and Sectional " was carried by 16 *votes to* 8, *and the motion adopted as amended.*

Resolution 8 : Mr. WILLIAM JAMES (Chairman, Internal Services Committee) moved:—

> " *That this Conference should consider proposals from the Branches for improving the usefulness of the Annual Branch Conference.*"

Mr. James said it had been disappointing to find that only five Branches had put up a total of eight resolutions for the Conference which with this resolution and two other items made a total of eleven items for discussion.

Mr. P. R. V. WATKINS (South Wales and Monmouthshire) said that the Conference offered a wonderful opportunity for the interchange of ideas between Branch Secretaries and Chairmen. For instance ideas about arrangements at Branch meetings could be discussed. New ideas and knowledge of what to avoid were all-important, and the Conference was the ideal place to exchange ideas. Mr. P. D. SCOTT (Surrey) asked whether half a day of the Conference could be devoted to a meeting of the Branch Honorary Secretaries. Mr. T. WOOLFENDEN (Lancashire, Cheshire and Isle of Man) said that if there were informal meetings of Honorary Treasurers and the Chairman of the Finance Committee it might be found that some Branches made economies which could well be taken up by others. Mr. A. F. DABORN (Shropshire, Hereford and Mid-Wales) said it was important to have a conference every year, and he would like to see a meeting of Honorary Secretaries once every two or three years. His Branch suggested that at this Conference the Standing Committee Chairmen might be invited to answer questions. Mr. R. G. FANSHAWE (Middlesex and Urban Essex) said there should be an opportunity for more informal discussion on matters not necessarily suitable for a formal resolution. Mr. L. A. N. WHITELL (Devon and Cornwall), Mr. R. A. S. SISTERSON (Northumberland and Durham), Mr. R. H. MILDRED (Gloucester, Somerset and North Wiltshire), Mr. F. A. RICHARDSON (Yorkshire), Mr. D. MORRIS (Singapore), and Mr. T. E. BURNS (Northern Rhodesia) also spoke.

The resolution was not put to the vote.

Resolution 9 : Mr. J. T. ROBINSON (Middlesex and Urban Essex) moved and Mr. J. T. BOARDMAN (Cambridgeshire, Huntingdonshire, Norfolk and Suffolk) seconded :—

> *" That the Council consider the appointment of a full-time public relations officer who would have, amongst his usual responsibilities, authority under the direction of the President to reply through the appropriate channels to provocative matters of concern to the prestige of the Institution."*

Mr. R. H. CLUTTON (Junior Organisation) said his Committee supported the resolution. Junior members were particularly concerned that it did not seem to be possible for an authoritative letter to come from the Institution quickly on matters which affected its prestige.

Mr. A. F. DABORN (Shropshire, Hereford and Mid-Wales) said his Branch were against this resolution. Any reply to criticism which was published should appear not over the name of a P.R.O. but over that of the President or the Secretary. Mr. D. MORRIS (Singapore) said there should be someone in the Institution to bring before the public the uses of the chartered surveyor and the benefits to be obtained by employing a chartered surveyor. His Branch were in favour of having someone to deal with the Institution's relations with the public. Mr. T. E. BURNS (Northern Rhodesia) said that from an overseas point of view the appointment of a public relations officer at the headquarters of the Institution would not do a great deal of good. Mr. P. H. TOY (Kent), Mr. P. D. SCOTT (Surrey), Mr. R. J. THURGOOD (East Canadian Committee), and Mr. C. R. MALLETT (London, North Western) also spoke.

Mr. B. J. COLLINS (Chairman, Public Relations Committee) said that last year Mr. M. P. J. HANSON, BSC, had been recruited to the staff. Mr. Hanson was engaged whole time on the work of public relations and his work had been of great assistance. Mr. Hanson was not appointed as public relations officer since it had not been thought that such a post would be appropriate for the Institution. With regard to letters to the press his Committee would much rather see such letters signed by the President, the Honorary Secretary or the Secretary, or in a Branch by the Branch Chairman or Branch Secretary.

The resolution, amended to read : " That the Council consider the appointment of a full-time public relations officer", was declared carried.

Resolution 10 : Mr. J. T. BOARDMAN (Cambridgeshire, Huntingdonshire, Norfolk and Suffolk) moved and Mr. R. G. FANSHAWE (Middlesex and Urban Essex) seconded :—

> *" That the Institution provide suitable literature and an attractive portable display stand covering all divisions of the Institution for the use of Branches participating in regional exhibitions such as careers exhibitions, trade fairs, etc."*

Mr. B. J. COLLINS (Chairman, Public Relations Committee) explained that action on the lines of the resolution had already been taken.

The resolution was carried nem. diss.

Item for Discussion : The officers of the Public Relations Committee outlined the activities and views of the Public Relations Committee and a discussion followed.

The Conference then ended.

Branch Notices

Branch Meetings

Bedfordshire and Hertfordshire Branch.—The Annual General Meeting of the Branch will be held on Monday, 8th May, 1961, at 6.30 for 7 p.m. at the Cranbourne Rooms, Red Lion Hotel, Hatfield.

Kent Branch.—The Branch Annual General Meeting will be held on Wednesday, 3rd May, 1961, at the Granville House, Ramsgate. Lunch at 1 p.m.

Kent Junior Branch.—Tuesday, 16th May, 1961, at 6.30 for 7 p.m. at the Queen's Head Hotel, Maidstone, the Annual General Meeting to be followed by a film show.

Surrey Branch.—Arrangements have been made by the Surrey Branch for a one-day course on " The Factors Affecting the Development of Sites suitable for Flats," to be held at the New Bull Hotel, Leatherhead, on Wednesday, 24th May, 1961, under the Chairmanship of Mr. H. W. Wells, CBE (Member of Council).

The course will be of great interest to all sections of the profession and the services of eminent speakers have been obtained.

Admission will be by ticket only. Details of the course and application forms have already been sent to members of the Branch.

Sussex Branch.—At the Hotel Metropole, Brighton, on Thursday, 25th May. 4.30 p.m. tea to be followed at 5.15 by a Branch Committee meeting and at 6.0 p.m. the Branch Annual General Meeting. A visit to Southwick Power Station has been arranged for the afternoon.

Federation of Malaya Branch

On 31st May the Federation of Malaya Branch will be superseded by the Malayan Institution of Surveyors. A note about this changeover was published at page 345 *of* The Chartered Surveyor *for January*, 1961. *The following is a report of the activities of the Branch during its final year*, 1960–61.

Six meetings were held during the session. On 5th August, 1960, a talk was given by the Commissioner of Town and Country Planning, Federation of Malaya, Mr. T. A. L. Concannon, FSA, FRIBA, AMTPI, on "Town Planning, Architecture and Building in Malaya." Mr. Concannon gave his views on architecture in Malaya and a description of the development of the new town of Petaling Jaya. He also showed three short films on town planning and a number of his own colour slides.

On 10th September, 1960, visits were organised, by arrangement with the Surveyor-General and the Director of Public Works, to the Aerial Survey Section of the Topographical Division of the Survey Department, Kuala Lumpur and the filtration works of the Public Works Department at Bukit Nanas, Kuala Lumpur.

On 15th November, 1960, a visit was arranged, with the assistance of the Forest Department, to the Forest Research Institute, Kepong, some 15 miles out of Kuala Lumpur. Various types of Malayan timber were shown to members and their different uses explained. In addition, diseases found in timber, their cure and treatment were described.

On 18th November, 1960, at the Lake Club, Kuala Lumpur, a talk was given by Mr. W. M. Hattersley, BSC, FAI (PA), Chief Resident Valuation Officer to the Kuala Lumpur Municipal Council on "Rating with particular reference to Kuala Lumpur." This was a particularly topical subject at the time as the new assessment list for Kuala Lumpur had been published only a fortnight before. Afterwards there was a very successful informal dinner.

On 6th January, 1961, at the Selangor Club, Kuala Lumpur, a talk was given by Mr. C. R. Honey, B.ARCH, ARIBA, ANZIA, Assistant Director of Public Works (Building) on "The Role of the Building Industry in National Development." After Mr. Honey's talk Mr. R. H. H. Davies, ARIBA, Chief Architect to the Housing Trust, Federation of Malaya, and Mr. D. A. Clayton, General Manager of a firm of building contractors, gave their views on the various points raised by Mr. Honey. Visits to building sites in Petaling Jaya were arranged for the following morning for the benefit of student members.

On 25th February, 1961, a visit was arranged, with the assistance of the Chief Resident Engineer of the Central Electricity Board, Mr. J. G. Campbell to the Cameron Highlands hydro-electric scheme in Perak and Pahang. Members were conducted over various sections of the works, including some of the tunnel entrances and the main dam site, by members of the engineering and contracting staff on the sites. In addition, a scale model of the completed scheme was shown and explained to members. In the evening, a most enjoyable dinner was held at the Cameron Highlands Hotel. On Sunday morning, 26th February, there was a golf competition for the Rhodes Cup, presented by the Chairman, Mr. Rhodes, who unfortunately left Malaya a week before the meeting. It is intended that this Cup will be competed for annually by members. For other members a visit to the Boh tea plantation was arranged. The Committee arranged for a contribution to be made, out of Branch funds, towards the expenses incurred by student members. The meeting was extremely successful and it is hoped that it will be repeated, possibly next year.

During January, the Committee sponsored a small cocktail party for Mr. E. C. Strathon (Senior Vice-President) who was on a visit to Malaya to enable him to meet the officers of allied societies. During his visit, Mr. Strathon arranged a dinner at the Lake Club to enable him to meet corporate members of the Branch. Twenty-eight members attended including a number from outstation and it was the unanimous opinion of all present that it was a most enjoyable and successful evening.

Personal Announcements

Mr. T. W. ALLEN, MC, JP, FAI (F), has been taken into partnership by Messrs. STORY AND STEAD, 31, King Street West, Manchester, 3.

Mr. J. K. BAGLEY and Mr. A. E. BOOT, FAI, have retired from the partnership of Messrs. BAKER, HOLFORD AND SONS, Byard Lane, Bridlesmith Gate, Nottingham, as from 24th March, 1961. The practice will be carried on by the remaining partners, Mr. C. C. HANSON, FAI (F), and Mr. P. R. F. MORLEY, FAI (F), and Mr. J. G. DADY, FAI (F), will join the partnership. The style and address of the business will remain unchanged.

The partnership between Messrs. L. D. BENTLEY (F), and F. H. WHITTALL (F), practising as Messrs. WHITTALL AND BENTLEY, at 8, High Street, Croydon, Surrey, has been dissolved by mutual consent as from 31st January, 1961.

Mr. L. D. BENTLEY has taken into partnership Mr. F. W. DIGGENS (PA). The firm will practise under the style of Messrs. L. D. BENTLEY AND PARTNERS, chartered quantity surveyors at 17, Lowndes Street, Westminster, S.W.1 (Belgravia 1828) and at 8, High Street, Croydon Surrey (Croydon 3011).

Mr. F. H. WHITTALL (F) has recommenced practice under the style of FRANCIS H. WHITTALL, chartered quantity surveyor, at 8, High Street, Croydon, Surrey (Croydon 5666) and at 2/3, Warwick Court, Gray's Inn, W.C.1 (Chancery 2406).

Mr. A. G. BREND (F) and Mr. E. HALL (PA) who have been practising together as chartered quantity surveyors under the style of Messrs. R. T. DAY AND PARTNERS since the retirement of Mr. R. T. DAY (F) in October, 1959, have changed the name of the practice to Messrs. BREND AND HALL as from 5th April, 1961. The practice will continue as before with offices in Brentwood, Colchester and Long Eaton.

Messrs. BRIANT AND CHAMBERS, of 157, Kennington Lane, London, S.E.11 have taken into partnership Mr. ERIC A. CROUCHER (PA).

Messrs. CHESSHIRE, GIBSON AND COMPANY, of Colmore House, 21, Waterloo Street, Birmingham, 2, have taken into

partnership Mr. PETER R. JONES, FAI (PA) and Mr. H. W. M. CAVE, AAI (PA) as from 1st May, 1961. The style and address of the firm will remain unchanged.

Mr. G. M. DUNLOP, TD (F), has retired from the firms of Messrs. DUNLOP, HEYWOOD AND COMPANY, chartered surveyors, of 90, Deansgate, Manchester, 3, and from Messrs. DUNLOP, HEYWOOD AND COMPANY, chartered surveyors, of Alris Building, Rissik Street, Johannesburg. The two practices will be carried on by the remaining partners.

Mr. W. V. HAWKINS (F) has retired from the firm of Messrs. OSWALD E. PARRATT AND PARTNERS, of Adelaide House, London Bridge, London, E.C.4, as from 31st March, 1961.

Mr. E. J. HEYWOOD, FAI, sole principal of Messrs. HEYWOOD AND SONS, of 43, Ironmarket, Newcastle-under-Lyme, since the death last year of Mr. G. W. HEYWOOD, has taken into partnership as from 1st April, 1961, Mr. V. A. MCMILLAN, BSC, FAI (PA). The style of the firm remains unchanged.

Mr. E. M. HUDSON (PA) has terminated his appointment with Messrs. ANDERSON AND GARLAND, Newcastle-upon-Tyne, and has commenced practice in partnership with Mr. J. CANSICK, AAI, under the style of Messrs. CANSICK AND HUDSON, 5, Saville Place, Newcastle-upon-Tyne, 1. (Newcastle 26369.)

Mr. H. G. HUTCHINGS (F) has been appointed by the War Office to the post of Command Quantity Surveyor at Headquarters Western Command, Chester, as from 14th November, 1960.

Mr. P. J. MARTIN, AAI (PA) has resigned from his position as Head of the Community Planning Section, Metropolitan Toronto Planning Board, Canada, and is now Chief Planner for Messrs. CANDEMB, FLEISSIG AND ASSOCIATES at their regional office, La Crosse, Wisconsin, U.S.A. His address is Messrs. CANDEMB, FLEISSIG AND ASSOCIATES, P.O. Box 934, La Crosse, Wisconsin.

Messrs. MARTIN AND STRATFORD, chartered surveyors, chartered auctioneers and estate agents, of 70, High Street, Alton, and 31, Wote Street, Basingstoke, Hampshire, have opened a branch office at 1, London Street, Andover, Hants. (Andover 4051), which will be managed by Mr. K. W. PARSONS, AAI.

Messrs. PHILIP AND CO., 4, The Mount, Guildford, have taken into partnership Mr. GLENN H. HONEY (PA) as from 1st April, 1961.

Messrs. RAWLENCE AND SQUAREY, of Salisbury, Sherborne, Southampton and Taunton have taken into partnership as from 1st May, 1961, Mr. DAVID J. MORGAN, FLAS (F), who has been with the firm for a number of years.

Mr. P. C. RUSSELL, AIQS (Aust.) (PA), acquired the South Australian practice of Messrs. CAMERON AND MIDDLETON with effect from 6th February, 1961. The style and address of the firm will be Messrs. P. C. RUSSELL AND ASSOCIATES, chartered quantity surveyors, Romilly House, 1, North Terrace, St. Peters, South Australia.

Mr. E. P. STEVENS (F) and Mr. G. M. GREENALD have retired from the partnership of Messrs. JOHN MCBAIN AND PARTNERS, of 25, Ludgate Hill, London, E.C.4. Mr. W. J. WATSON (F) and Mr. A. L. TAYLOR will continue the practice under the present style and from their offices in London and St. Albans. Mr. E. P. STEVENS will commence practice in his own name from 49/50, Maybury Road, Woking, Surrey.

Messrs. ELSWORTH SYKES AND PARTNERS, of Ruskin Chambers, Scale Lane, Hull, have taken into partnership Mr. MICHAEL J. NEEDHAM (PA) with effect from 1st April, 1961. Mr. NEEDHAM will continue to administer the London Office at 5, Maddox Street, W.1. The name of the firm is unaltered.

Mr. JOHN J. TUNSTALL (PA) has commenced in private practice as a chartered surveyor at North Road, Havering-atte-Bower, Romford, Essex.

Mr. J. A. WARNER (F), of 12, High Street, Rochester, Kent, has taken into partnership Mr. P. I. PHILCOX (F) who has been with the firm for the past six years. The firm will, in future, be known as Messrs. J. A. WARNER AND PARTNERS.

Correspondence from Members

HOUSING FOR FORESTRY WORKERS

Sir,

I feel I must challenge an assertion made by Mr. MacGregor in his article entitled "Economics and the Use of Land for Forestry" (*The Chartered Surveyor*, March, p. 477). Mr. MacGregor claims that the cost of housing forestry workers should not be charged to the Forestry Commission's account in view of the fact that the housing amounts to a social service and "does not constitute a net claim on resources since the forest workers would have been housed elsewhere."

Surely this is not a sound argument. If a forestry worker is paid, say, £10 a week and allowed to occupy a house with a rental value of 30 shillings per week the cost of providing that house should be included in the accounts just as, if the workers had been paid £11 10*s.* with no accommodation provided, the whole of that money would figure as an expense in the authorities accounts.

If Mr. MacGregor's argument is carried to its logical conclusion no commercial concern which provides housing for its workers need include the cost thereof in its accounts as the workers would have to be housed anyway and the expense would "not constitute a net claim on [national] resources."

If, as I understand from the article, these costs are not included in the Forestry Commission's accounts I do not consider that a true picture is being shown of the authorities trading activities.

Yours faithfully,

G. S. HODGSON,

Movement Control Troop R.E., Malta, G.C., B.F.P.O. 51.

Mr. MacGregor *writes*:—

It is arguable that housing should be regarded as a social service. This is a service which would, of course, have to be paid for by the individual using it. If, for any reason, the occupier of a house is subsidised then I agree that this would be a claim on national resources.

Forest workers, if not housed by the Forestry Commission, would have to be housed elsewhere, *e.g.*, by local authorities,

and therefore in considering the net forestry contribution from land it would seem reasonable to charge only the extra cost, if any, of providing Forestry Commission houses above the cost of the alternative urban housing. The value of any rent differences on the other hand could be added to the Forestry Commission receipts.

It is necessary to distinguish between the Forestry Commission's trading accounts, and its net contribution to national product. In the first, housing should be, and is, charged ; in the second, housing should be charged but a credit should be allowed for housing costs saved elsewhere.

Some economists in their handling of this problem in individual industries owning house property treat its ownership as a separate enterprise from that of the industry itself. If this is done it greatly simplifies the productivity comparisons among industries.

It should be remembered that the part of the article quoted by Mr. Hodgson was a reference to a view taken by Dr. K. R. Walker in an unpublished thesis which was summarised to some extent in the Scottish Journal of Political Economy in an article called *The Forestry Commission and the Use of Hill Land : The Government Planning Approach Considered.*

In judging the net contribution of forestry on marginal land he felt it necessary to consider whether the cost of housing should be included or not. An interesting thing about his work was that—even where the very substantial housing costs were included—on certain assumptions, including level of interest rates and the relative movement of farm and forest prices, forestry provided the better net return from the land.

STRUCTURAL SURVEYS

Sir,

Mr. Morris's letter on this subject (*see April issue, page* 580) must command at first a considerable measure of support, though I hope he is being provocative in suggesting a daily rate of £15–£25 for a full survey and half of this for something less than a full survey. And one cannot help wishing that Scale 31 could have quoted minimum daily rates for principals and qualified assistants.

But if he be correct in his assumption that more and more firms are refusing to undertake structural surveys because of the low level of fees and the high level of risk, then we have indeed reached a sad milestone on our professional road.

A professional man may honourably withhold for a variety of reasons the exercise of the skill he professes, but surely he is not normally entitled to withhold one function which, in fact, he professes, solely because of the financial risk to himself. If he does, then he should equally avow that he does not profess to be skilled in the execution of a function normally assumed by the public to be within his professional designation.

I think it may well be true that too many surveys have been done by too many people who were inadequately trained for the purpose, although qualified by examination as members of the profession of the land. It may well be that the long-term remedy should be greater emphasis on basic training in structures.

But the position may not be quite so black as visualised by Mr. Morris, for I believe it possible that there are more structural surveys being done to-day by more chartered surveyors than there have ever been. With the increase in those numbers, there has come an increase in the number of risks. It is for the members of the profession to take steps to remedy the position and not to run away from it.

In my view, the remedy is not to be found in a potted form of structural survey for a nominal fee, or in a report which has so many saving clauses as to be valueless. Structural surveys do not lend themselves to "partial service" and payment therefor ; they have no limbs which can be cut off and dealt with separately, other than, for example, testing of services ; and the Courts have shown their dislike of the "quick look" ; or the "rough idea."

Tempting though Mr. Morris's proposals may be, I believe that the public and the profession are best safeguarded by a survey made as well as we know how ; by a scale fee which covers costs but shows little profit ; and by greater emphasis on our basic training in structures.

In the short term there will be difficulties, and the unqualified surveyor may well reap a harvest and the public will suffer to some extent by his activities. But in the end there can be no substitute for a survey done with the best of the knowledge available to us and it behoves us to endeavour to arrive at a scale of fees which has regard both to the work involved and to the needs of the public.

I cannot believe that we could ever justify relating the fee to the risk involved.

Yours faithfully,

E. J. BATTERSBY.

5, Cook Street, Liverpool, 2.

CLERICAL ERROR

Sir,

One is sometimes amused on perusal of one's Bank passbook sheets to find that one has apparently drawn cheques in favour of people whose names are quite unfamiliar.

I have had to search my memory to discover how Trout Horses could be my payees, only to find it was really Trust Houses. But now I have a better one than that. My payment of subscription in favour of our Institution this year has been recorded, for my Accountant's delight, as Royal Institute of Church Servers!

Yours faithfully,

S. W. HOOKWAY.

36, Corn Street, Bristol, 1.

NEXT MONTH

* *"Unorthodox Hydrography at Kariba"*

* *"Combined Operations or Eternal Triangle" : report of O.G.M.*

WORLD SURVEY

Sierra Leone

By W. B. McGARVA, BSC, FLAS, (PA)

In this, the second and final article on Sierra Leone, Mr. McGarva discusses in more detail the system of land tenure in the now independent country and the problems that arise from the system. His introductory article was published at page 535 of the April issue.

General Background of Beliefs

THE body of beliefs held by the peasantry of Sierra Leone differs markedly from that found in an industrialised society. While there can be no completely uniform body of belief amongst people who may be Christian, Muslim or pagan there is a common basic attitude to life. There is a substantial prejudice against attributing a personal disaster to chance and a preference to blame it on the evil machinations of one's enemies known or unknown—and as in any other country, the Sierra Leone village is racked by internal spites and hates. A farmer after bewailing his ill-fortune concluded by adding that two of those who had caused it were now dead and added triumphantly that as he was a Muslim he had had the active support of God—this idea that Allah will come to one's aid is one of the proselytising weapons of Islam in Sierra Leone to-day.

In a country where the lot of all is ill-health and where death is never far away—it has been suggested that infant mortality for the first five years of life in the protectorate may reach the staggering figure of 600 per 1,000, while a Creole woman on oath before the Supreme Court commented in passing that out of her family of 13 children only one reached adulthood—and where the forces of nature are so pitilessly set against man, it is not surprising that so many are at heart defeatist in their attitude towards innovations. To follow the well-trodden path in such a setting is no foolish philosophy even although it may make progress well-nigh impossible. One farmer who borrowed £5 for seed and who expended much physical labour breaking up his swamp by hoe—it was covered by a thick and very coarse grass—had the mortification of finding that birds and rodents consumed most of the crop. The final blow came when a fortuitous fire swept in from the bush up to the edge of the village and burnt his pineapple and other plantations. In his view this was not chance, it was caused by an evilly-disposed neighbour, a distant relative. In such an environment it takes a strong man to continue the struggle and who can blame the man who abandons his village and seeks paid employment in Freetown.

Land Values

If one were to calculate the value of the land in the Colony from the output and assume that a reasonable wage (even by Sierra Leonean standards) was paid, large areas would be worthless. But where there is no other employment, people are forced onto the land to cultivate it on a subsistence basis and hence a value may be given to land which it is unreasonable to cultivate and which is valueless if a fair return for the labour required were made. Such conditions provide facilities for the development of a sharecropping system with all its concomitant misery. However, the fact that the yield from the land is so small is also probably one of the reasons for the continuous and unrecorded change of ownership—the cost of completing legal formalities may exceed the price paid. This will be true in nearly every case where bush only is concerned and where there is no potential building value. During the last ten years however land on the outskirts of Freetown has doubled and redoubled in value—in one case from £150 to £1,500 per acre—due to the demand for building sites, so that people are now conscious of potential building value and are much more anxious to retain land they have acquired a title to. There is also a general dislike of the disposal of land, due, it would seem, in part at least, to a desire to keep something which has come down through the family—an aspect of the belief that a man merely stands between his ancestors and descendants and that they form together one group—and in part to a vague idea that if the land is kept it will benefit the owner in the future: "If you look after the land, the land will look after you." Transactions often occur between relatives thus keeping the land in the family. An elderly member may convey land to a younger member in return for an undertaking from the younger member that he will maintain the elder until death. In one case parents-in-law handed over land to a surviving son-in-law as some return for the loss of his wife. In similar circumstances elsewhere the family would have provided another wife. Amongst the illiterates who are mainly of Protectorate origin there is a hesitancy to sell land to Creoles as the natives allege that the deeds with which the Creoles complete the transaction are likely to cover more land than was intended to be sold. This is the natural fear of the uneducated man when dealing with the educated and it is not overcome by the protection accorded at law to illiterates by the Illiterates Protection Ordinance.

In an auction held in 1958 on the outskirts of Waterloo the price realised was £12 10*s* per acre. The land carried on it a number of economic trees, *i.e.*, mango, palm, etc. This sale followed a family dispute which had come before the Supreme Court—which deals with all land disputes—and in which the Court had ordered that the land be sold. The Court appointed the auctioneer. Several people attended the sale but the only bidders were the parties to the dispute. In a whispered conversation after the last bid the losers agreed that they had forced their opponents to pay enough for the land. In more remote areas land may change hands at a few pounds per acre, the only evidence of the sale being possibly a receipt for the money or the witnesses who were present when the transaction took place. On the other

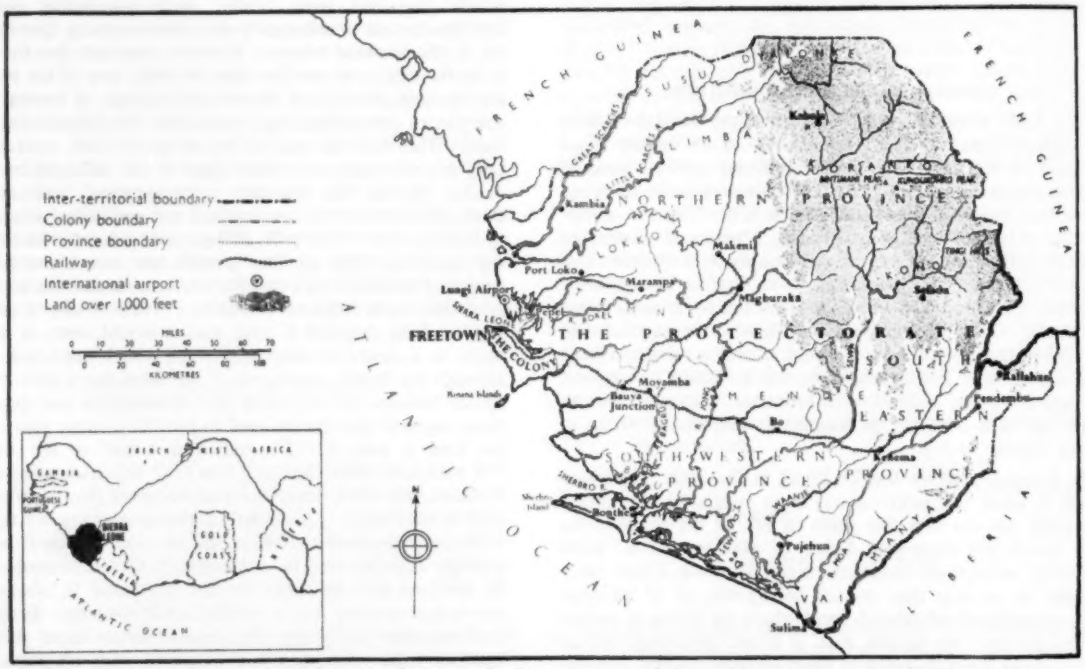
hand, in Waterloo in 1959 town lots sold at prices which worked out at £300 per acre, while in the outskirts of Freetown £2,000 per acre was not uncommon.

A town lot is a plot 50 feet by 75 feet. If allowance is made for roads there are ten lots per acre. Some regard a lot as a unit of area and on occasion one will find on plans that the local surveyor has reduced the area from acres to lots on that basis.

Original Native Society

The Protectorate which is adjacent to the Colony was created in 1896 and so is the creature of the nineteenth-century European scramble for Africa. In view of the proximity of the Protectorate and of the large number of people of Protectorate origin who have settled in the Colony emissary of the Governor of Sierra Leone. From his account it is clear that the chief or king was a patriarchal rather than a feudal figure. From Governor Clarkson's Diary it seems that Signor Domingo, a noted slave dealer who lived near Kissy, had fled from Port Lokko preferring slave dealing in Freetown to being a king and that King Naimbana who might be described as the high king of the Timne at the foundation of Freetown, had great influence but little direct power.

One of the few published accounts of native law is that contained in Fenton's Handbook published in 1932 from which the following emerges. As regards ownership he remarks there is no chiefship land permanently cultivated for the chief but under certain circumstances a farm may be cultivated by the chiefdom for the chief for chiefdom



Sierra Leone : showing the Colony in relation to the Protectorate and the position of the country in West Africa

the principles that underly the Protectorate system of land tenure are of considerable importance to an understanding of the position in the Colony to-day. There are of course large differences between the Colony and the Protectorate which begin with the very different constitutional position, which is evidenced by a person born in the Colony being a British citizen while the person born in the Protectorate is not.

Glimpses can be caught in the various writings of the nineteenth century of the system that regulated society in pre-Protectorate days. Rankin visited Sierra Leone early in the nineteenth century and records that when he visited Timne country he saw "several slave villages—collections of huts solely inhabited by slaves—a Timanee humanely and with good policy often gives a town and district to his slaves. Except in name and on payment of a small tax they are virtually free and independent. If deserving they are ultimately adopted into the tribe." Major Laing, who was subsequently murdered near Timbuktu, visited Kambia and Falaba in 1822 (a few years before Rankin's visit) as an

purposes. He makes the somewhat obscure remark that the only land held by the state is uncultivated land, wasteland and sacred bush but further on modifies this by stating that it is sometimes said that bush around towns and villages is unowned and in the care of the chiefs and headmen but that this can only apply to Porro or other sacred bush and that in fact throughout the Protectorate there is comparatively little land which is not owned by families. If land is required for public purposes the Chief in Council may take it but must give the dispossessed family land of equal or better value elsewhere in the chiefdom. If the chief requires land for himself at any time, his family bush being insufficient, he will apply as an individual to the owner of the bush he wishes to cultivate. The land will probably be granted and no rent demanded but the chief will be expected to pay something and when he has reaped the crop he must abandon the land. There is no land communally owned by villages and communally cultivated although co-operation amongst villagers is not unusual, *e.g.*, in clearing upland rice farms which have not burned properly. The farm belongs to the family

which first brought it under cultivation and while it is cultivated by that family they cannot be dispossessed. The head of the family decides which parts of the family land are to be cultivated each year and which members of the family are to cultivate it and may assign areas to temporary members and strangers. Strangers wishing to cultivate land in a chiefdom may apply to the chief who may award them some unoccupied land or present them to someone who has land to spare. The crucial points in the above description are that the land is vested in the family and that its control is in the hands of the head of the family, concepts which still hold true although some individualisation has crept in. One may still be told that the chiefdom originally belonged to the progenitor of the crowning houses (chiefly families). Strangers seeking land obtained it by entry into the community not by the crude method of buying someone out ; thus was the solidarity of the community maintained. Pledging or mortgaging of land was allowed but the family's right to the land could not be lost by the passage of time, the right to redeem remaining as long as the position was remembered, reminiscent of the udal system of Norway whereby for a period after a sale a family had a right of re-emption of family land.

Native Settlement in the Colony

The effect of the above background can be seen in the case of Pindalahun, a village near Hastings and about halfway between Freetown and Waterloo. During the war there was a labour camp at Hastings for those employed on the building of the airfield. When the men were paid off, the foreman apparently approached the clerk of works, a doctor by the name of Pinder—his name is now enshrined in the name of the township—and asked him to obtain land or to assist them to obtain land to build houses on as they did not wish to return to the Protectorate. It seems that this European, seeing all the uncut bush on the hills nearby, told them there was plenty of available land on these hills. Whether Pinder knew anything about local land tenure practice is at least doubtful. It is quite possible that he merely waved his arm and observed " there's plenty land on them thar hills " and it is quite possible his men merely used him to legitimise their land grabbing. Whatever the true position the foreman and his friends went to the area indicated, found a suitable site near a stream and built their houses. In due course they were taxed on these houses so obtaining official recognition as a hamlet, at least for taxation purposes. The land they took lies between two Creole villages, some of whose inhabitants now claim that they used to cultivate it and that the native people in recognition of these Creoles' rights of ownership made small gifts to them. This the native people deny alleging that the land was unoccupied when they took possession and adding that in any case they have had undisturbed possession for over 12 years and are so at law entitled to be regarded as the owners. It is interesting to note that both disputants found their claim on the law or custom of their opponents.

In this small community the foreman has become the headman and has allied himself by marriage with some of the more important native men of the Colony and has himself become a man of local significance. The village is controlled by him, a friend (who might be best described as his adjutant) and other senior members of the village. In this little community the man who first cultivated the land has certain primary rights in it. If anyone wishes to cultivate it he has to approach that person and obtain his approval. Anyone wishing to settle in the village approaches the headman and is allocated a site. Whether land can be disposed of arbitrarily to an outsider does not seem to have been considered. The idea that the members of a community have a vested interest in the land around is one that would not appear strange to the peasantry of Europe. In Eastern Europe in the disruption that followed the two world wars the peasants seized the land for themselves while much of the bitterness that went into the agrarian troubles in Ireland and the highlands of Scotland in the nineteenth century stemmed from the same idea—in the Highlands land grabbing by landless men has occurred since the last war.

Family Ownership

One of the basic differences between African and British society arises from the difference in the construction and function of the family, but as in so many matters affecting agrarian society the fundamental line of cleavage is not between African and British society but between industrial and rural society. There were and there are still some resemblances between African and British rural society even although many of the differences between urban and rural society in Britain have been smudged by the effects of religion and law and lately by economic and technical development.

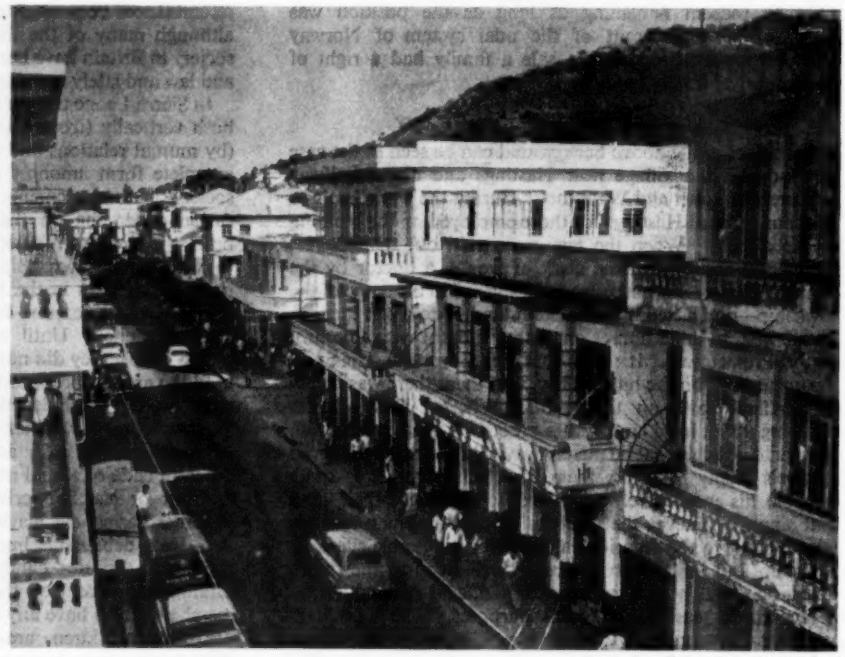
In Sierra Leone the family is a group bound together by ties both vertically (from a common ancestor) and horizontally (by mutual relations and obligations) and is seen in its most complete form amongst the native community. In Creole society the same elements are apparent but subject to modification depending on the extent of Western influence. In both, the circle of relations from whom one receives help or to whom one gives help by virtue of family obligation is much wider than in the West.

For climatic reasons there is not the same need for substantial shelter. Until the spread of Islam amongst the native people they did not feel any great need for privacy and used the area adjacent to the house as living space. Further, women are more independent than their counterparts in the West, a woman, whether Creole or native expecting to work or trade on her own account. Combined with this is a different code of sexual morals, but whether to describe them as laxer or less hypocritical depends on one's standpoint. Whether permanent marital relationships are any less stable is at least debateable but on one point at least there is no room for dispute—children are a paramount necessity if a family dependent on the soil is to survive and if the elder members are to have any degree of comfort or status in their old age. Children are welcome whether legitimate or illegitimate—one woman declared that the failure of her husband to give her a child was sufficient justification for leaving him. The desire for children may have primarily a technological basis as where a family is dependent on farming only the younger members can undertake the arduous work of clearing the bush, while children from an early age can, by their labour, contribute to the maintenance of the family by trading, fetching water and scaring birds from the farm. There is nothing more pathetic than the lot of an old man or woman with no family. The house crumbles around them and despite the aid of neighbours they may well die from malnutrition or even starvation. One old Creole man who lives in one of the Colony villages and has no near relative who will care for him, has a house about 6 feet square, built of bush sticks and thatched with grass and palm leaves.

In Sierra Leone marriage may be by Christian, Muslim or native right. Both the latter recognise polygamous marriage, an institution attacked by missionaries and objected to by some but not all African women. The desire for children

has meant that children are always sure of a place in the family and this no doubt contributes to the persistence of the practices of fosterage and adoption. The family whether Creole or native is a diffuse organisation. Turning to Fenton again, he observes that illegitimate children can succeed to their father's property only if there are no legitimate children and no near relations of the father but the father's brother often tries to include them in the family even although they really belong to the mother's family. Illegitimacy in the British sense with all its implications does not exist. Finally it might not be out of place to mention that the close relationship between mother and daughter which is common in the West may equally be found in the most primitive village.

Amongst both the Creole and the native population of the Colony a distinction is drawn between the family land and personally owned land. The former is land that has come down from an ancestor and for which the ostensible owner is in effect only a custodian or trustee on behalf of the family. When compulsorily acquiring such land this may not be apparent at first and the surveyor may be unaware that the dilatoriness of the supposed owner in dealing with the case is due to his having to consult other members of the family and argue out the "carve-up" of the anticipated compensation. Family land is a concept known to the greater part of Africa and has been highly elaborated in other parts of West Africa. The idea would be known to the Yorubas (who formed a considerable element among the liberated Africans) but it is also indigenous as it is referred to by Fenton. He states it is necessary to distinguish between inherited and personal property. Inherited property goes to the next senior member of the father's family usually the father's eldest surviving brother while personal property is divided amongst the children. This compares with the practice in the Colony common to Creoles and natives whereby any property including land acquired by a man during his lifetime is recognised as his own with which he can do as he pleases during his lifetime or by will at death while inherited property passes to the next senior member. In other communities in West Africa it seems that the family can stretch back over many generations, but in the Colony the family is seldom conceived as going back beyond the grandparents of those living. This can of course cover a hundred years. It is generally difficult to find anyone capable of giving a coherent account of happenings that occurred at anything like that distance in time. The confusions and disputes that would arise from the persistence of such claims of relationship are in the Colony fortunately lost as time washes away rights which have not been vindicated.



Freetown : part of Kissy Street, one of the busiest shopping centres

Constitutional Position

The constitutional position of land tenure in the Colony is basically simple being founded on the concept that, the Colony having been incorporated into the king's dominions early in the nineteenth century, English law applied in so far as it was necessary to regulate the affairs of the settlers. As a consequence the English system of land law, of which Blackstone remarked, "It is based on the grand and fundamental maxim of all feudal tenures that all lands were originally granted out by the sovereign and are therefore holden either mediately or immediately of the Crown", applies. The law relating to colonial territories was subject to statutory amplification during the nineteenth century. In the case of Sierra Leone it was eventually laid down that the fundamental law of the Colony was that of England as at 1st January, 1880.

The constitutional aspect of land tenure is important and can be involved ; in British Guiana there is both Crown land and Colony Government land. Taking West Africa as a whole the position is exceedingly complicated as not only have the different colonial powers adopted different systems but the United Kingdom has followed no consistent pattern. Further, Liberia wrote into her Constitution drawn up early in the nineteenth century a provision which absolutely prevented Europeans acquiring land in that country. In the Colony of Lagos (part of Nigeria) the interpretation of the terms of the treaty made with King Docemp in the middle of the nineteenth century had to be interpreted by the Privy Council before an authoritative basis for land tenure in that area was arrived at. In that case the Privy Council ruled that by the terms of the treaty the Crown had only acquired the radical right which the Crown has in all land within the king's dominions ; as by the treaty of cession

the Crown had agreed to preserve all existing rights in the land. In the case of Sierra Leone all the land was originally Crown Land so that all rights should originate either from a Crown grant or from adverse possession.

Official System

The law of Sierra Leone consists of the law of England as at 1st January, 1880, as amended by local ordinance and Imperial statute and as interpreted by a hierarchy of courts at the head of which stands the Judicial Committee of the Privy Council. The law of England as it applies to land is a very specialised system and in the form which existed in 1880, before it had the benefit of the reforms carried out by the Law of Property Acts, 1922–26, was hardly appropriate to a peasant community. Some of the many reforms introduced into English law since 1880 have penetrated into Sierra Leone either by ordinance or by statute. Islamic law of the Maliki Canon has been introduced to a small degree through the provisions of the Muslim Marriage Ordinance. Curtesy was abolished in the 'thirties but still applies on occasion. In a dispute about land on the outskirts of Waterloo between a man and his wife the Supreme Court held that curtesy applied, so, after deciding that the wife had the better claim to the land it decided that the compensation would have to be paid into the court, that the interest on the capital (the sum involved was about £50) amounting to £2 or so should be paid to the husband for the rest of his life and that on his death the capital would be payable to the wife or her heir.

Although it should be possible to trace titles back to a Crown grant or proof of adverse possession, this is not insisted on. In the rural part of the Colony few people can produce any form of title that is worthy of the name and it would hardly be an exaggeration to say that possession is the primary evidence of title. Many documents purporting to be conveyances are produced, some prepared by literates such as lawyer's clerks, some by only semi-literates. Some are stamped, some are registered.

There is a Registry of Deeds in Freetown but apart from giving a document an official date it serves little other purpose as far as land transactions are concerned. There is nothing to prevent two persons from registering deeds for the same piece of land. An instance of this occurred in 1958, the conflicting titles being registered within a few days of each other but unknown to either party. It was only when the two parties proceeded to erect their beacons—a universal practice in Sierra Leone—that they discovered what had happened. It might be added that in this case the party who misled the old woman who originally owned the land into selling it twice only bought it with the intention of reselling it at a ransom price to the other party. One can imagine his chagrin when he discovered he had registered his conveyance two days after the other party.

Until the Survey Ordinance was brought into operation recently many of the plans attached to documents were of no help in identifying the land concerned. They often had neither a geographical feature nor a Survey Department beacon as a basic point of reference and some had neither a north point nor scale. To have a plan showing a locust tree at one corner, a pile of stones at another, and a note along the bottom boundary "land owned by Mrs. Jones" may appeal to treasure hunters but is of little help in finding possibly half an acre in 250 square miles or even in one square mile. Hence it is not surprising that if a man meets an untimely death and has not shown his family where all his lands are situated the family may well be left in the position of knowing they own land but cannot find it. One of Freetown's lawyers is in this position—he knows that his father owned land in the outskirts of the town and he has a plan of it. In the course of time the Survey Ordinance will get rid of this defect in so far as the more valuable land in and around the towns and villages is concerned but it may well accentuate the trouble in the country places for it is a very considerable operation to survey land which is covered by bush and on which there are no landmarks. Aerial survey is not much help as the boundaries may be a line of stones which is only apparent when the bush is cut and burnt. A simpler task by comparison would be to plot an acre of a British moorland accurately on a 6-inch O.S. plan.

In urban areas the problem of title can be solved whenever the necessary finance is available for completing the cadastral survey and the imposition of a system of registration of title. In the rural areas the cost of an effective survey would be out of all proportion to the value of the land concerned; even in Britain the largest scale for moorland is normally 6 inches to the mile—not much use if one is called upon to plot half an acre. Most of the upland of Sierra Leone is comparable to the moorland of Britain.

Since the early nineteenth century visitors have commented on the unsatisfactory position of the title to land while some even went so far as to make unjustifiable and unflattering comparisons with the position in Liberia. No doubt some of the administrators were conscious of the defects of the system but were equally conscious of their inability to do anything about it for lack of money. Even before the Crown took over the administration of the Colony in 1808 there had been trouble over titles to land; private enterprise was no more successful than the bureaucrats who followed. Writing of tenure in the second decade of the present century, Dudgeon (one time Inspector of Agriculture for the West African Colonies and Protectorates) stated that all land in the Colony is held by the Crown and is granted with the authority of the Governor. The tenure is fee simple subject to the reservation allowing the Crown to take land for roads, etc. He added that in addition land can be granted by squatter's licence at a nominal rent so that the squatter is in effect a tenant-at-will. Field or wasteland outside the village limits may be sold but must be taken up in lots of not less than 20 acres and not more than 200 acres, such lots being sold at an upset (reserve) price of 4*s*. 2*d*. per acre in the Colony Peninsula and 8*s*. per acre in Sherbro (an outlying part of the Colony lying some 80 miles to the south-east). He concluded by stating that since 1902 it had been recognised in the Protectorate that the chiefs merely owned the land in trust for the tribe.

Administrative System

As far as the system of land tenure is concerned the departments primarily concerned with this problem may be said to be the Survey and Lands Department, which is responsible for the undertaking of the cadastral survey and the supervision of Crown Lands, etc., the Judicial Department which is responsible for the duties undertaken by the Registrar-General, Curator of Intestate Estates and the Law Courts in general and the Agricultural Department. All departments suffer from a lack of money to undertake fully the duties that have been placed on them. Considering the number of qualified surveyors in the Surveys and Lands Department (in 1958 only three were members of the Institution) it is surprising they should have undertaken and produced as much as they have. The same considerations

apply to the other departments.

The Registry is a Registry of Deeds only with the result that until the Survey Ordinance came into effect—at the cost of making it necessary for all deed plans to be certified by the Survey and Lands Department—it merely conferred an official date. Now at least it guarantees that the plan is up to a minimum standard of accuracy and that the land can be identified from the plan—a very considerable advance. All dipsutes concerning land must come before the Supreme Court but the great majority of the minor disputes are either settled privately or just fester away quietly. When a dispute does come before the Court the claimant who is literate or represented has the advantage despite all the efforts of the Court to see that justice is done. Litigants who assume that their case is self-evident or that right will always prevail in the end are liable to be disillusioned. In the face of perjury which is so common an inquisitorial commission which would go onto the ground would be a more effective mode of attempting to arrive at the facts. Such a body engaged full time on the task, would in the course of time amass a great deal of evidence to support its conclusions and could provide weighty advice for any Government seeking to reform the system. Proposals to transfer the supervision of land matters from the judiciary to the executive have been mooted from time to time in West Africa. In various parts of the world special bodies have been created to deal with similar problems. Even in Britain there is the example of the Scottish Land Court which supervises a customary system of land tenure surviving in a feudal milieu.

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Review

At present it would not be too extreme to say that there is an official system and a customary system which are independent of each other. In such circumstances it is easy for the wealthy or literate to indulge in private oppression owing to the inability of the poorer peasant to provide the money to defend his cause in the Supreme Court. Up to the present there have been probably relatively few cases where this has happened or where the quirks of the law have been used to legalise the appropriation of another's land, if one excludes the general practice of taking land by the time-honoured system of adverse possession. This fortunate position can only be attributed to the generally low value of land, to the interminable delays in Court and the fact that, in general, lawyers in Freetown keep clear of land cases as they are both unsatisfactory and unprofitable. There are however intestate estate cases where the result of the present law is that the rights of children who are illegitimate at law but not by custom or Native law are ignored, and there are other cases where it would seem the pledgee may have enlarged his right into that of full ownership by registering a title to the land pledged. If a man registers a deed and many years later produces it in litigation before the court, the court will be inclined to prefer his claim to that of someone who has no documentary evidence and only a group of unsatisfactory witnesses—it is easy to confuse witnesses whose grasp of English is poor. In the preliminary investigation of one such case an elderly woman produced as evidence of title a scar on her groin, the result of a flogging she had received as a child at the hands of her father for refusing to carry water to the garden he had on the land. This combined with her faith that God would look after her was her evidence, but her opponent, whose family had been extending their possessions in the area, had documents and legal representation in court, so the result was a foregone conclusion. The plans attached to their documents covered a gradually increasing area so that to anyone acquainted with the area it seemed likely that the family had over a period of years patiently and effectively built up evidence of title, but whether they were morally entitled to the land was not so clear. When looking through the Registers it is surprising how often one comes across a document which is inserted only as evidence of title and not of a transaction.

These problems are by no means peculiar to Sierra Leone. One is reminded of Lord Hailey's remarks apropos Nigeria, to the effect that the provisions for the grant of Certificate of Occupancy (to natives) in rural areas are not operative and that there is something incongruous in declaring that no title shall be valid unless recognised by the Government when in practice a title derived from native law and custom is everywhere recognised by the native courts and the content of the title is left to be determined not by the Government but by the practice of the courts ; and apropos the Gold Coast (now Ghana) of which he stated when discussing the faulty system in the Colony that the most prominent result has been a volume of litigation without example in native Africa and of indebtedness resulting from it : a situation which has also involved other consequences which have seriously prejudiced the building up of the economic life of the community.

There is no perfect or ultimate system of land tenure, there is only a temporary solution for each problem. The solution may be devised on a short-term or a long-term basis. In the case of Sierra Leone it will not be possible to consider the long-term solution until it becomes clear what form development is to take and until it is decided politically what kind of land tenure system is desired. All that can be suggested in the present transient conditions are amendments that will prevent undue injustice being done to those who are incapable of defending themselves effectively under the present system, that will prevent the social system being destroyed and that

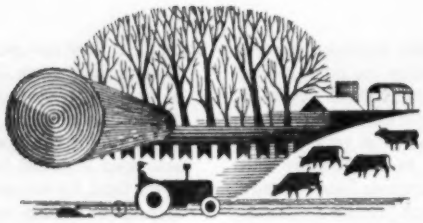
will preserve the soil from being completely eroded away (no individual or group has the right to destroy the land). The absolute necessity for preserving the land should never be overlooked as once the soil is destroyed the community as an agricultural community is finished. This is a very present risk in Sierra Leone as a whole (both in the Colony and Protectorate). Large areas in the Protectorate have already been so severely degraded that they cannot provide a reasonable living for the peasant. Individualising ownership cannot cure this, it may well accentuate it by forcing people to continue to use land which should not be used. In the face of such conditions it may well be that the only course is to encourage the development of a system whereby the people can be encouraged or directed to utilise land which will withstand cultivation and to leave the severely degraded land to recover or to be restored by whatever means may eventually be devised (if any). This must mean considerable movement of the population. This is already taking place in the Protectorate, from the more remote villages to the roadside and from the latter to the larger Protectorate towns and to Freetown. The only remaining move is overseas to the industrial vortices of the West. To some educated Africans it seems that Britain has acted rather as the curator of a museum of African life than as a guide and benefactor to a poor country in its struggle towards a better life. They cannot see why the peasant in the bush should not have his television set and other amenities of modern life.

The case for any form of land tenure is usually based on political theory or philosophical argument but to those concerned with the management of the land, unless they are concerned solely with the profit motive, the basis must be the empirical one of whether it creates a sound social system or encourages economic development. Where the output from the land is as appallingly low as it is in Sierra Leone and where the possibilities of development are so small and the risk of the total destruction of the soil so imminent one must seriously consider whether the development of the land tenure system should not be towards a communal system of ownership along with an individual system of use so that the control of the land lies in the hands of some corporate body whether the family, village, tribe or district which can be effectively educated or in the last resort controlled to ensure that the land is not destroyed. Finally individual ownership and effort are not indivisible as if a man is secure in the knowledge that any benefit out of any improvements he makes will be reaped by himself he has all the security he requires.

Solutions

Under present conditions in the Colony the simplest solution for all difficulties would seem to lie in the division of the land into townland and unimproved bush. Townland could include land in and around Freetown and the larger villages and any of the smaller villages which appeared to be permanent. As the total area of this would be comparatively small it should be practicable to undertake the cadastral survey and a system of registration of title in respect of it, the objective being to make it clear who is the owner or, in the case of a family, functions as owner. Outside this area there seems no possibility of devising a cheap and effective method of registration of title so there would seem a case for investigating the possibility of withdrawing any legal recognition of title to the area and making the villages responsible for the management of the land. No doubt objection would be raised to this by those who had purchased land or who thought they saw potential development in the land but any such problems are likely to be more easily solved than that of devising a system of registration of title which has any degree of reliability. If the ownership of the land was in the hands of some corporate body which controlled a considerable area it could limit cultivation to the carrying capacity of the land, by restricting the issue of cultivator's or squatter's licences to certain areas each year and to certain classes of people. If a man wished to develop land by establishing a plantation or otherwise a form of lease which would give both the right to possession as long as he or his heirs or successors maintained the property in an improved condition and the right to compensation for the value of improvements when he leaves or has his lease terminated could be worked out. To keep the rights of ownership out of the hands of individuals seems as far as the upland is concerned to have much to commend it ; it would also make the mortgaging or pledging of land impossible, but it would not prevent a man borrowing on the strength of his credit. It would prevent his being driven into the position of an unpaid labourer after having parted with his land—the position of the ordinary sharecropper in tropical countries. Such a system would be but a modification of the traditional West African system. A system not unlike this has operated for centuries in the Barros District of the Tras-os-Montes Province of Portugal, in an area which has (if one allows for the difference of latitude) superficial resemblances to Sierra Leone. There, the land is naturally poor and incapable of carrying a permanent cropping system and to supplement the meagre output from their small farms the peasants can take temporarily out of the village common lands an area for a short term of cultivation. This is regulated by custom and the whole operation is controlled by the customary administration in the villages ; there even being a conciliatory body of elders who deal with disputes including those that arise between villages.

There is at least a case for the investigation and recording of the customary practices, reducing them to legal form and modifying the existing law to accommodate them in so far as they are not repugnant to equity and public policy and in particular in accepting in principle the concept of family property, provided the position of the head of the family is clearly defined and that the position of anyone who deals with him in good faith is protected. The legal position of children in the family would seem due for some revision especially as the Christian views on legitimacy are more punitive against the so-called illegitimate child than those of native or Islamic law. In Victorian England and in particular within the upper stratum of society there may have been some justification for giving protection to the family by the exclusion of the misbegotten from the inheritance of honours or great wealth, but in a society where the survival of the family depends on its being supplemented by young and viable members there is a premium on children, so children may well have more need of protection against the family than the reverse. Finally in a poor country such as Sierra Leone the machinery must be made as simple and inexpensive as possible. If the machinery of control is complex the way is laid open for corruption as the peasant's fear of the Government when combined with the inaccessibility of the officials with power provides a field in which minor minions can indulge in tyrannous extortion. While the position in Sierra Leone has not yet too seriously degenerated the components are at hand out of which much misery for the ordinary peasant could easily be compounded.



AGRICULTURE AND FORESTRY

Forestry Grants, Taxation Reliefs and Estate Duty Concessions

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Forestry is a long-term undertaking and forest investment involves a committal of factors of production over a long term of years in a way which cannot easily be varied. Costs of production, particularly the labour element, and the value of the pound, are subject to great variations ; prices of the final and interim products of forestry are uncertain. It is understandable, therefore, that governments have thought fit to offer grants to growers of timber and to ensure that woodlands are treated, to say the least, sympathetically and encouragingly, in regard to incidence of income tax and surtax, as well as of estate duty. No woodland owner would agree that the relevant grants, reliefs and concessions are adequate, but it is certain that the amount of private forestry practised would be very substantially reduced without them.

In any case it is essential that managers of woodlands should know how such property is taxed and assisted, and it will be the purpose of this article to set out the salient facts.

Grants

The grants administered by the Forestry Commission are a substantial help to forestry. Under their dedication scheme owners receive a planting grant of £20 per acre and an annual management grant of 18*s*. per acre for the first 100 acres, 12*s*. for the second 100 acres, and 7*s*. for the remainder. Alternatively, an owner may receive 25 per cent of the approved net annual expenditure. If an owner does not wish to dedicate his woods, but is prepared to manage them under an approved plan, he is entitled to the planting grant but not to the management grant ; the same applies to owners of small woods. In addition all owners are entitled to a scrub clearance grant for clearing areas which became scrub prior to 1949 : the grants are £8 10*s*. per acre for areas costing £17 to £26 per acre, and £13 10*s*. for areas costing more than £27. Loans for forestry work can be obtained at 6¼ or 6⅝ per cent, the latter rate applying to loans for more than 30 years. Free technical advice is also available. Grants for shelterbelts are provided by the Ministry of Agriculture under the Hill Farming and Livestock Rearing Acts, 1946 to 1956, and under the Agriculture Act, 1957 ; the former act provides for up to a 50 per cent grant, and the latter up to a one-third grant.

Taxation Concessions

In addition to the fact that woodlands are derated, taxation is more lenient and encouraging to forestry than to any other industry. There are special concessions in the taxation of forest property which are intended to be an inducement to owners to make woodlands more productive and to encourage sound forestry. These concessions apply to both income tax and surtax.

Woodlands are assessed under Schedule A in respect to ownership of the land. The assessment is based on the annual or rental value, usually from 2*s*. to 3*s*. per acre, excluding sporting value. The assessment is reduced by statutory allowances to such a small amount that the actual income tax paid thereon is rarely above 1*s*. per acre per annum.

In regard to occupation, woodlands are assessed under Schedule B for the presumed income, and this is taken as being one-third of the gross Schedule A assessment. This assessment is thus in the region of 9*d*. to 1*s*. per acre, and the income tax payable thereon annually is rarely more than 3*d*. per acre.

Consequently the amount paid under both schedules is in the region of 1*s*. 3*d*. per acre per annum. No additional liability to income tax arises whatever the income from the woodlands amounts to in any particular year. In addition, the owner is entitled to sell any or all of his timber and plantations at any time without paying any tax on his receipts. He can, for instance, sell Christmas trees or even run a sawmill, using his own timber, without paying tax on the proceeds.

As an alternative to the assessment under Schedule B, an owner may elect to be assessed under Schedule D on the actual results of the year preceding the year of assessment. In this case accounts have to be rendered to the Board of Inland Revenue. If in any year receipts are in excess of expenditure, tax has to be paid on the excess : when expenditure is in excess of receipts, the deficit is treated as a loss and set against the owner's other taxable income. Usually, where an owner has woodlands from which the annual income during his occupation is likely to be more than the expenditure, it pays him to remain assessed under Schedule B :

but where the reverse is likely to be the case (*e.g.*, an elderly owner establishing young plantations) it pays to elect to be assessed under Schedule D. Many owners have established woods under Schedule D, receiving tax relief on the cost, and after their death or transference of the estate to their heirs, the woodlands have reverted automatically to assessment under Schedule B, by which time the plantations have become profitable and from henceforth the produce therefrom can be sold without paying tax except the almost negligible 1*s.* 3*d.* or so per acre annually.

In effect, an existing occupier (or owner) can have either (*a*) all his woodlands under Schedule D, or (*b*) all his woodlands under Schedule B. Alternatively, (*c*) he can treat all or part of his woods under 10 years of age and all or part of those woods which he replants as a separate estate under Schedule D.

The woodland owner, in respect of woods assessed under Schedule D, is further helped by capital allowances amounting to tax relief on 110 per cent. of the expenditure on the construction of forestry buildings, cottages, fences and other works.

Estate Duty Concessions

Attractive as the taxation concessions outlined above appear, those relating to estate duty are to some owners even more welcome. Timber, trees, wood and underwood are not included in arriving at the principal value of an estate or in determining the rate of duty chargeable on the whole estate, while coppice, underwood, windfalls, and woodland produce used for estate purposes are exempt from duty.

Assuming a person dies leaving an estate (other than of agricultural property) valued at £250,000, estate duty at 60 per cent will mean that £150,000 has to be paid. However, if say £50,000 of the estate had been timber and plantations, the rate would have been assessed on the value of all except the £50,000, *i.e.*, on £200,000, on which the rate of duty is 55 per cent. Thus only £110,000 duty would be payable, a saving of £40,000 ignoring the small payment on the value of the actual land at the agricultural rate. The £50,000 of timber and plantations would be assessed at the same rate of duty, 55 per cent, but no duty would be payable unless or until any portion was sold, and if this did not occur until after a second death, the duty would be cancelled altogether.

Only when timber, trees and wood are felled is duty payable, and then at the rate applicable to the remainder of the estate. Even so there are statutory delaying concessions, *i.e.*, the deduction from sale values of expenses, outgoings and replanting. This only applies to timber sold felled. Once duty has been paid on the value as at date of death, no further liability arises until a subsequent death.

To ensure full benefit of the estate duty concessions outlined above, a detailed study must be made by those dealing with such matters, and certain lines of action taken at appropriate times. The appendix to this article gives some comparisons of estate duty payable on various types of estates.

In spite of the reliefs, concessions and grants available, forestry and woodland ownership may be unattractive and indeed unprofitable, and would deserve to be so, unless sound forestry is practised. No business can survive healthily on subsidies, grants and taxation concessions only. The skill of the forester, be he owner, agent or woodman, is of paramount importance. Sound planning and foresight, often opportunism, play an important part in successful forestry practice. Economy of operation, demanding a knowledge of work study, correct choice of species, wise (even opportunist) thinning, choice of the best rotations, intensive marketing, all have their place in woodland management.

Appendix

Some comparisons of estate duty payable on various types of estates, each of a value of £100,000 :—

	Value	Rate of Duty	Deductions (Relief)		Duty Payable
	£	%			£
1. Ordinary Investment	100,000	45	nil		45,000
2. Agricultural only	100,000	45	Less 45%		24,750
3. Forestry :					3,820
Land	10,000	4	Less 45%	£220	
Timber	90,000	4	nil	£3,600*	
4. (*a*) Ordinary Investment :	50,000	45	nil	£22,500	34,875
(*b*) Agricultural :	50,000	45	Less 45%	£12,375	
5. (*a*) Ordinary Investment :	50,000	35	nil	£17,500	34,210
(*b*) Forestry :					
Land	5,000	35	Less 45%	£960	
Timber	45,000	35	nil	£15,750	
6. (*a*) Agricultural	50,000	35	Less 45%	£9,625	26,335
(*b*) Forestry :					
Land	5,000	35	Less 45%	£960	
Timber	45,000	35	nil	£15,750	

*Duty not due unless or until timber is felled or sold.

Bibliography

1. "Grants for Woodland Owners": 1960. Obtainable free from the Forestry Commission.
2. "Taxation of Woodlands in England and Wales" by C. E. Hart. (Price 3*s.*)

Land Drainage Act, 1930

The West Sussex River Board have sealed a code of land drainage bye-laws under section 47 of the Land Drainage Act, 1930. Copies of the Bye-law may be obtained from the Clerk of the Board, County Hall, Chichester. The River Board area is situated in the counties of West Sussex, East Sussex, Surrey and Hampshire.

The Gordano Valley Internal Drainage Board have sealed a code of land drainage bye-laws under section 47 of the Land Drainage Act, 1930. Copies of the bye-laws may be obtained from the Clerk of the Board, The Council House, Clevedon, Somerset. The drainage district is situated in the county of Somerset.

The Westmoor Internal Drainage Board have sealed a code of land drainage bye-laws under section 47 of the Land Drainage Act, 1930. Copies of the bye-laws may be obtained from the Clerk of the Board, 4, Market Hill, Chatteris, Cambridgeshire. The drainage district is situated in the County of Cambridge.

Farming Figures

Investment Farm Values

To follow up an article in *The Chartered Surveyor* of September, 1960, page 111, the following figures have been supplied by Mr. P. P. Harris (Professional Associate). They bring up to date the comparison of capital values of agricultural land, equity shares and 2½ per cent consols, using the index of 100 as a base value in 1938.

Year	Agricultural land without possession	Equity Shares	2½ per cent. Consols	Cost of living
1958	284	217	66	267
1959	347	311	68	269
1960	352	396	61	273

Agricultural Grants, Subsidies and Wages

The following table shows the amount paid to the agricultural industry in the form of grants and subsidies from 1951/60 and the estimated total wages bill in those years. Particulars of the latest estimates made of the agricultural subsidies from the United Kingdom for 1960/61 and the comparable figures for the preceding year are also given.

	Total grants and subsidies paid to the agricultural industry in the United Kingdom Years ended 31st March	Estimated total wages bill for agriculture in the United Kingdom Years ended 31st May
	£ million	£ million
1951–52 ...	30·8	240·0
1952–53 ...	42·8	248·5
1953–54 ...	53·4	257·5
1954–55 ...	190·0	258·0
1955–56 ...	200·8	267·0
1956–57 ...	234·5	276·5
1957–58 ...	279·4	283·5
1958–59 ...	236·4	293·0
1959–60 (estimated)	251·0	289·0

Notes:
(1) The food subsidies borne by the former Ministry of Food and administrative expenses have been excluded. Hence the figures for the period 1951-54 are not strictly comparable with those for later years.
(2) The wages figures include all payments for overtime piecework bonuses premiums and the value of payments in kind. They also include the imputed cost of family labour other than that of farmers and their wives. Employers' share of National Insurance contributions and earnings of salaried staff are excluded.

	1960–61	1959–60
I. Farming Grants and Subsidies	£ million	
(*a*) General Fertilisers Subsidy	32·2	29·4
(*b*) Lime Subsidy	9·0	11·0
(*c*) Grants for Ploughing up Grassland ...	10·7	9·4
(*d*) Field Drainage and Water Supply Grants ...	3·6	3·3
(*e*) Grants for Improvement of Livestock Rearing Land	1·6	1·5
(*f*) Marginal Production Assistance Grants ...	1·0	1·7
(*g*) Bonus Payments under the Tuberculosis (Attested Herds) Scheme	8·9	9·0
(*h*) Livestock : Improvement of Breeding ...	—	—
(*i*) Calf Subsidy	18·0	16·5
(*j*) Hill Sheep and Hill Cattle	5·3	4·1
(*k*) Silo Subsidies	0·9	1·4
(*l*) Grants for Farm Improvements	8·2	6·6
(*m*) Grants to Rabbit Clearance Societies ...	0·2	0·1
(*n*) Grants to Small Farmers	6·3	1·1
Total I	105·9	95·1

II. Implementation of Agricultural Price Guarantees		1960–61		1959–60
			£ million	
(*a*) Cereals :—				
Wheat and Rye	18·1		20·4	
Barley	33·8		25·2	
Oats and mixed corn	11·8	63·7	12·8	58·4
(*b*) Eggs		23·5		33·1
(*c*) Fatstock :—				
Cattle	11·7		3·4	
Sheep	13·9		25·3	
Pigs	18·6	44·2	22·2	50·9
(*d*) Milk (excluding school and welfare milk)		10·9		8·5
(*e*) Wool		2·8		2·8
(*f*) Potatoes		7·4		1·0
Total II		152·5		154·7
Total (I and II)		258·4		249·8
Administrative Expenses applicable to I and II above		6·1		5·9
Total Subsidy I and II ...		264·5		255·7
III. Other Services				
Payment to the Exchequer of Northern Ireland...		1·1		1·2
Total Cost of Agricultural Support ...		265·6		256·9

The above information was given by the Minister of Agriculture in a written answer on 8th February, 1961.

Announcements and Publications

SMALL FARMER SCHEME APPROVALS

From 1st April, 1959, when the Small Farmer Scheme came into operation, until 31st January, 1961, the number of farm business plans approved in England and Wales was 21,027. The plans are of three to five years' duration and, when completed, they are expected to attract over £15 million in grants. So far, grants of nearly £4¼ million have been paid.

In addition over 4,500 small farmers have been receiving assistance under the supplementary scheme.

PUBLICATIONS

Fixed Equipment of the Farm

Leaflet No. 9 : Grain Silos. (H.M.S.O., 9*d.* net.)
Leaflet No. 43 : The Use of Concrete on Farm and Estate. (H.M.S.O., 1*s.* 3*d.*)

Recent Rating Decisions

By DAVID WIDDICOMBE, Barrister-at-Law

The following paper was presented at an ordinary general meeting held at the Institution in April, 1961.

The problem in treating this subject is one of selection. The flood of rating decisions which started in 1956 continues in full spate and the adapting of rating law to modern conditions is proving a formidable task. New principles, such as that of the tenant's ability to pay the hypothetical rent, have emerged, and old ones, such as *rebus sic stantibus* have been explained. As it is impossible to review all the many recent rating decisions, I have decided to select four important subjects in rating law and group a number of the leading decisions round them for discussion :—

1. the hypothetical tenant ;
2. the contractor's basis of valuation ;
3. the rating of fixtures, fittings and chattels ; and
4. valuation proceedings.

1. THE HYPOTHETICAL TENANT

At first sight it is perhaps surprising that there are any questions left unanswered about the hypothetical tenant. After all, rating law has been in existence for some 350 years, and the hypothetical tenant has been a familiar figure for the last 120 of them. However, recently a series of fundamental questions about him have been posed and answered : (*a*) Can he use the hereditament for any purpose he wishes? (*b*) Can he alter or adapt the premises? (*c*) To what extent is he concerned with the law of town and country planning? (*d*) Is he deemed to pay a lower rent if the hereditament is in bad repair? (*e*) Is his financial ability to pay rent relevant? (*f*) Are there circumstances in which he would pay no rent at all, so that a nil assessment falls to be made?

The answer to the first two questions is to be found in the important Lands Tribunal decision in *Fir Mill Ltd.* v. *Jones* (*VO*) (1960) 53 R. & I.T. 389. There the Tribunal rejected a contention by the ratepayers that the hypothetical tenant was restricted to the particular use he made of the hereditament (a cotton-spinning mill), and rejected a contention by the valuation officer that the hypothetical tenant could use the premises for any purpose for which planning permission could be obtained. "*Rebus sic stantibus*," the Tribunal said, meant that " the mode or category of occupation by the hypothetical tenant must be conceived as the same mode or category as that of the actual occupier. A dwelling-house must be assessed as a dwelling-house ; a shop as a shop, but not as any particular kind of shop ; a factory as a factory, but not as any particular kind of factory." Thus, for example, applying this ruling, the rents and assessments of warehouses should not be used in the valuation of factories, or the rents and assessments of offices in the valuation of clubs. Some of the earlier Lands Tribunal decisions did not proceed on this basis, and must now be regarded as overruled on this point—particularly *Grand Lodge of Mark Master Masons* v. *Cane* (*VO*) 1 R.R.C. 167 (Masonic Lodge valued as offices), *Sussex Club* (*Hove*) *Ltd.* v. *Burton* (*VO*) 3 R.R.C. 29 (Club valued as dwelling-house) and *McBroome* v. *Cox* (*VO*), 4 R.R.C. 220 (retail shop valued by reference to wholesale and industrial premises).

The Tribunal said that the only alteration of the hereditament that the hypothetical tenant could make was " a minor alteration of a non-structural character." This is really a very stringent rule. Its effect must be to limit the alterations the hypothetical tenant can make to such things as the removal of shelving and partitioning. The widening of an existing door in a wall is an alteration which is not permitted —*Manchester Tennis and Racquet Club* v. *Castle* (*VO*) 6 R.R.C. 269.

The result of the *Fir Mill* decision is that discussion about the Town and Country Planning (Use Classes) Order and the possibility of obtaining planning permission for a different use or for alterations, which occurs in some of the reported cases, is usually quite irrelevant. The hypothetical tenant has enough to worry about without concerning himself with the law of town and country planning, and it is a relief to know now authoritatively that normally he need not do so.

The way in which planning may come into rating, it is thought, is if it affects the future of the hereditament in a physical sense. The hypothetical tenant is deemed to have a reasonable prospect of continuance of his tenancy, and if this prospect is disturbed by, for example, a redevelopment scheme or a road widening proposal, the rent he will pay may be reduced. The prospect of redevelopment within

five years has been held to affect the tenancy (*Lloyd (VO)* v. *Rossleigh* (1960) 53 R. & I.T. 217—under appeal), but not zoning for redevelopment in six years (*King* v. *Johnston (VO)* 2 R.R.C. 20) or street widening plans of indefinite date (*Ritchie* v. *Brewin (VO)* 2 R.R.C. 342).

The answer to the question about the state of repair of the hereditament was given by the Court of Appeal in *Wexler* v. *Playle (VO)* ([1960] 1 Q.B. 217), which confirmed the attitude taken up on the matter by the Lands Tribunal. It was held that the landlord's covenant to repair in the definition of gross value includes a covenant to put into repair as well as a covenant to keep in repair. In practice, the Tribunal draws a distinction between "easily remediable defects" of the type in *Wexler* v. *Playle* (cracks in ceilings and walls, window frames requiring resetting, dampness in a ceiling and wall, a defective hot water tank and a stove out of order) which the landlord must be deemed to have remedied, and "structural defects which it would be unreasonable or impossible for a landlord to repair" which must be taken into account in valuation. Decisions of the Lands Tribunal since *Wexler* v. *Playle* show that this distinction continues to be drawn. Logically, the rule must, of course, also apply to section 22 (1) (*b*) cases where it is the tenant who covenants to repair.

As to (*e*)—is the tenant's ability to pay relevant?—the answer is apparently yes, so long as there is only one possible hypothetical tenant. In spite of the ridicule which Lord Loreburn poured on this idea in *Metropolitan Water Board* v. *Chertsey A.C.* ([1916] 1 A.C. 337 (H.L.))—among other strictures he said that "No one could have thought of such a proposition were it not that valuers were hard put to it by no fault of their own, and that fallacies flourish in a region of fancy"—the Lands Tribunal took ability to pay into account first in the *Oxford Colleges* case (5 R.R.C. 122), and later in the *Marylebone Cricket Club* case, on the rating of Lord's Cricket Ground (6 R.R.C. 258) and the principle was approved by the Court of Appeal in *Tomlinson (VO)* v. *Plymouth Argyle Football Co. Ltd.*, 6 R.R.C. 173. Strange as it may seem, and whether by design or accident, none of the parties cited the *Metropolitan Water Board* case to the Tribunal or the Court of Appeal, and the first reference to it in this connection was when the *Oxford Colleges* case went to the Court of Appeal (1961) 1 R. & V.R. 22, when the Master of the Rolls obviously had doubts about its correctness. The truth is that the Metropolitan Water Board decision has been widely ignored and has now in effect been by-passed. It produces extremely inconvenient results especially in its application to the contractor's basis under modern conditions of high cost. It is very hard to resist the logic of the Court of Appeal in the *Plymouth Argyle* case that where there is only one hypothetical tenant his ability to pay is material, and it is clear that the principle is here to stay unless a case is taken to the House of Lords. Of course, the principle may not always result in a reduction in the rent—as the Master of the Rolls pointed out in the *Oxford Colleges* case, support from benefaction may tend to increase rather than depress the rent.

Finally, it must be noted that the benefit the landlord gets from the hypothetical tenancy is not always limited to the rent. Especially in section 22 (1) (*b*) cases, where assessment is direct to net annual value, he gets the benefit of the preservation and protection of the hereditament by the tenant, and this may in appropriate circumstances reduce the actual money rent to nil. In *British Transport Commission* v. *Hingley (VO) and Grimsby Borough Council* (1961) 1 R. & V.R. 150, the Court of Appeal upheld a nil assessment on a dock undertaking valued on the profits basis, and confirmed that the fact of a nil assessment was not a "special circumstance" justifying a departure from the profits basis. The class of public utility undertaking to which the profits basis must be applied as a matter of law is a limited one—it does not include for instance a municipal entertainments undertaking—see the recent decision of the Court of Appeal in *Morecambe & Heysham Borough Council* v. *Robinson* (1961) 1 R. & V.R. 137.

2. THE CONTRACTOR'S BASIS OF VALUATION

For a method which almost all valuers describe as "the last resort," the contractor's basis shows remarkable vigour and has played a prominent part in recent rating decisions. Apart from its traditional application to the indirectly productive parts of water undertakings and to plant and machinery, it has been applied by the Lands Tribunal to (among other hereditaments) a fire station, a town hall, a swimming pool, public conveniences, an old peoples' home, and now to the colleges of a university, to public schools and to local authority schools. However much of a last resort it may be, therefore, it quite often has to be used. But although it is established as a method, an examination of the cases, and especially the three important decisions of the Lands Tribunal on colleges (*Magdalen, Jesus and Keble Colleges, Oxford* v. *Howard (VO)* 5 R.R.C. 122) public schools (*Shrewsbury School (Governors)* v. *Plumpton (VO)* (1960) 53 R. & I.T. 497) and local authority schools (*Dawkins (VO)* v. *Warwickshire County Council and Leamington Borough Council*, 15th February, 1961—not yet reported) reveals disappointingly little guidance on its working. Thus in the *Oxford Colleges* case and the *Shrewsbury Schools* case the cost which was taken as the starting point of the valuation was the cost of a replacement of the existing buildings, while in the *Leamington Schools* case that method was rejected in favour of the cost of a substituted modern building. The deductions for age and obsolescence in the *Oxford Colleges* case were taken at the 60 per cent level laid down in the official formula for valuation of local authority schools, in the *Shrewsbury School* case that level was rejected and an 80 per cent level taken instead, but in the *Leamington Schools* case the 80 per cent level was rejected and the formula level of 60 per cent was applied. The percentage applied to effective capital value in the *Oxford Colleges* case was 2½ per cent, in the *Shrewsbury Schools* case 3½ per cent and in the *Leamington Schools* case 4½ per cent. Whatever the explanation of these differences, whether it be that the parties limited the Tribunal's discretion by the way they presented their case, or whether it be that "circumstances alter cases" (to quote the Tribunal in the *Leamington Schools* case), the fact remains that no consistent indication emerges from the decisions as to the way to apply the contractor's method at its various stages. The only two points that perhaps emerge are (*a*) that where there is current evidence of the cost of construction of premises of the type under appeal as there was in the *Leamington Schools* case, the substituted building method is to be preferred, and (*b*) that in none of the recent cases (the valuation of plant and machinery excepted, of course) has a full commercial percentage on effective capital value been taken; the nearest approach to a commercial percentage being the 4½ per cent taken in the *Leamington Schools* case.

It is submitted that the contractor's basis can be much

better understood if a clear distinction is drawn between what the owner who builds the hereditament gets for his money and what the hypothetical tenant gets for his money. The building owner gets a permanent interest in the hereditament, with the ability to use it as he will within the limits of the law, and the right to improve or alter it structurally. In contrast, the hypothetical tenant gets only an annual tenancy with a reasonable prospect of continuance but subject to notice to quit, and (*per Fir Mill Ltd.* v. *Jones* (*VO*), *supra*), he cannot change the mode of use of the hereditament and is permitted to make only minor alterations of a non-structural character to the premises. *Prima facie* the more limited interest should be less valuable, and this finds support in the fact that in many of the classes of hereditament valued on the contractor's basis, annual tenancies are not favoured, owner-occupation being the rule. Perhaps it was this kind of consideration which Lord Herschell, L.C., had in mind in the well-known passage from his opinion in *London County Council* v. *Erith Churchwardens* ([1893] A.C. 562, at page 592) where he said that " there are many other circumstances, too, which may affect the answer to the question what the owner of premises would have been willing to give if instead of becoming the owner of them he had become the tenant of them . . . no higher rent must be fixed as the basis of assessment than that which it is believed the owner would really be willing to pay for the occupation of the premises."

If this line of reasoning is accepted, it would explain why a commercial percentage on effective capital value is inappropriate in many cases.

It is not so easy to see why a commercial rate of interest should be inappropriate merely because the hypothetical tenant is engaged in a non-commercial venture, such as university education, which was the reason given by the Lands Tribunal for adopting 2½ per cent in the *Oxford Colleges* case (*see* (1961) 1 R. & V.R. 126).

In adopting 4½ per cent as the interest rate in the *Leamington Schools* case, the Tribunal accepted the argument suggested above in favour of a reduction in the rate, but held that it was offset by the fact that the local authority had a statutory duty to provide schools.

An important aspect of the *Leamington Schools* case which merits attention was the decision to take the effective capital value of a new school (completed four years before the proposal) at actual cost, subject only to adjustment for surplusage, non-rateable items and disabilities resulting from a prefabricated mode of construction. Occupiers of new colleges, town halls, sewage works, etc., take note. The equation of actual cost with value has obvious dangers in a period of high and rising building costs such as the present, but there is no record that anyone has yet devised an escape from it, and the Tribunal's decision in the *Leamington Schools* case is not encouraging.

3. THE RATING OF FIXTURES, FITTINGS AND CHATTELS

Although chattels are not rateable in themselves, they may become rateable if they are enjoyed with land and enhance its value : this was the rule propounded by the House of Lords in *London County Council* v. *Wilkins* (*VO*) ([1957] A.C. 362), where builders' huts were held to be rateable notwithstanding their chattel nature. It is clear therefore that the mere fact that something is a tenant's fixture or fitting does not decide the question of rateability, though it may be relevant as one of the factors to be taken into account in applying the broader test laid down by the House of Lords.

Following this ruling, it is apparent that most of the fixtures and fittings and some of the tenant's chattels in a building ought *prima facie* to be included in a valuation for rating ; it would be difficult to argue that they are not enjoyed with the land. The real distinction between those fixtures, fittings and chattels which are rateable and those which are not must now, it is thought, be sought in the law relating to plant and machinery. Those which are plant or machinery will escape rateability unless they are listed in the Plant and Machinery (Valuation for Rating) Order, 1960. Plant was defined in *Yarmouth* v. *France* (1887) 19 Q.B. 647 as including whatever apparatus or instruments are used by a business man in carrying on his business, and this definition was accepted in a case under section 24 of the Rating and Valuation Act, 1925, *J. Lyons & Co. Ltd.* v. *Attorney-General* ([1944] Ch. 281). As the latter case shows, " plant " is to be distinguished from things which are part of the setting in which the business is carried on.

So far, there is little authority on what is plant and what is part of the setting. Certain special lamps were held to be plant in the *Lyons* case, and in the *Leamington Schools* case, *supra*, the cloakroom fittings (seats, coat-racks, etc.), blackboards and display panels in a school were held to be non-rateable plant. In *Chancery Lane Safe Deposit and Offices Co. Ltd.* v. *Steedens* (*VO*) 20th February, 1961, (not yet reported), certain small safes were held to be non-rateable plant. On the other hand the following have been held part of the setting and therefore rateable : floodlighting equipment at a football stadium (*Hardiman* v. *Crystal Palace Football and Athletic Club Ltd.* (1955) 48 R. & I.T. 91), shelving, kitchen equipment and servery counters at a school (*Leamington Schools* case, *supra*), and the doors of safe deposit vaults (*Chancery Lane Safe Deposit* case, *supra*). It is also clear from the *Lyons* case, *supra*, that the ordinary lighting equipment of a building is not plant. Builders' huts were held not to be plant in *Woodward* (*VO*) v. *Brading and Blundell, Ltd.* (1951) 44 R. & I.T. 758, 774, 793.

There has been no decision on whether temporary partitioning is non-rateable plant but it appears that its presence may have little effect on the value of floor space if it has been put up by the actual tenant to suit himself—see *City of Sheffield* v. *Meadow Dairy Ltd.* (1958) 2 R.R.C. 395, C.A. ; *Hope* (*VO*) v. *Wellcome Foundation Ltd.* 6 R.R.C. 287. It is interesting to note that in the latter case the Lands Tribunal held that in order to satisfy the requirement that the hereditament was valued " vacant and to let " it had to be envisaged with portable bookshelves and temporary boarding up of windows removed, presumably on the grounds that these were non-rateable chattels.

4. VALUATION PROCEEDINGS

(*a*) The decision of the Court of Appeal in *Morecambe & Heysham Borough Council* v. *Robinson* (*VO*) (1961) 1 R. & V.R. 137 is probably the final word on the jurisdiction of the Lands Tribunal. It had previously been decided that there was no jurisdiction to go outside the upper and lower limits of assessment set by the proceedings (*Ellerby* v. *March* [1954] 2 Q.B. 357, C.A.), and also that the Tribunal was not bound to accept a particular figure in a valuation merely because both parties had adopted it (*Sheffield City Council* v. *Meadow Dairy Co., Ltd.* ([1958] 2 R.R.C. 395, C.A.). In the *Morecambe & Heysham* case, both parties valued an esplanade and foreshore, part of the borough council's entertainments undertaking, on the profits basis. The

Tribunal adjudicated on various detailed aspects of the profits basis and determined a value of about £600 for the hereditament on the profits basis. Instead of giving its decision for an assessment of £600, however, the Tribunal held that the assessment should be £1,000, on the grounds that there was a limit below which the profits basis result was not a true guide and that the borough council would be "prepared to suffer a moderate loss rather than permit the hereditament to remain unlet and unmanaged." There was evidence that the borough council placed importance on the hereditament as an amenity of the town, and the figure of £1,000 determined by the Tribunal was within the limit of £1,285 thrown up by the Valuation Officer's valuation. The Court of Appeal upheld the Tribunal's decision, and Pearce, L.J., said "In my judgment the word 'contention' [in section 48 (4) of the Local Government Act, 1948] refers to the figure aimed at and not to the various legal or factual arguments on which the appellants base their case. The Tribunal cannot go outside the upper and lower financial limits of the figures contended for on the appeal . . . and in the present case it did not do so. But it is not bound in arriving at the correct figure to adopt the arguments of or the figures submitted by one side or the other provided that it does not travel outside the above limits and provided there is evidence before it on which it can arrive at its conclusion. It should, however, give the parties proper opportunity to deal with any points on which it bases its decision." The Tribunal has a discretion to hear further evidence after the close of a hearing (*Wexler* v. *Playle* (*VO*) [1960] 1 Q.B. 217, C.A.) and this would no doubt be a proper occasion for it to do so. Presumably if the Tribunal does not give the parties proper opportunity to deal with any points on which it bases its decision, an appeal will lie.

(*b*) Two recent Lands Tribunal decisions—*Merryfield Social Club* v. *Pritchard* (*VO*) (1960) 53 R. & I.T. 562, and *Godstone R.D.C.* v. *Henning* (*VO*) *and Church of Jesus Christ of Latter Day Saints*, 16th January, 1961 (1961) I.R. & U.R. 215 show the importance of the framing of a proposal. In both cases, the proposal was for the deletion of the existing entry in the valuation list and the substitution of another entry. It was held that the proposal demanded an operation in two stages, and that the Tribunal's jurisdiction on the second stage—that of putting a new entry in the List—was not hampered by the old entry. In the first case, the Tribunal was thus enabled to make the new entry at a lower value than the previous value, and in the second case was enabled to grant exemption from rates to the hereditament, a church, notwithstanding that the proposals did not respectively raise the question of a lower value or of the exemption of the hereditament.

(*c*) Does a proposal to change the assessment of a hereditament from gross value under section 22 (1) (*a*) of the Rating and Valuation Act, 1925, to net annual value under section 22 (1) (*b*) or *vice versa*, involve a fresh valuation of the hereditament or can the new assessment be reached simply by subtracting or adding the statutory repairs allowance? In practice the short cut of working from the previous figures is often made, but it is submitted that strictly a fresh valuation ought to be made; certainly the proceedings in the *Sandown Park* case (1954) 47 R. & I.T. 351, 367, carry that implication. Whether the Tribunal is limited to an upper or lower limit in settling the assessment on the new basis may depend on the way the proposal is worded.

(*d*) It should be noted that once again the Lands Tribunal has affirmed the rule that valuation is at the date of the proposal and that "tone of the list" as a principle is dead—see *Harrow Borough Council* v. *Betts* (*VO*) (1960) 53 R. & I.T. 577. This rule can work very hardly on the ratepayer in a time of rising values. He may wish simply to challenge the assessment of a hereditament as it appears in the valuation list, but he soon finds that the assessment he is challenging was determined in 1954–5, if not earlier, and that even if he is right in his contentions, rising values have put him out of Court. The result is that while other assessments remain in the list on the 1954–5 level, his is fixed at the considerably higher level of 1956–7.

As Valuation Officers seem to suffer no qualms of conscience in citing rising rents to justify their originally incorrect assessments, notwithstanding the declared policy of the Board of Inland Revenue to work on the tone of the list in making new assessments, there is nothing the poor ratepayer can do. Doubtless it would work the other way round in a period of falling values, but either way it is submitted that the position is unsatisfactory. There is thus a strong argument for bringing back draft valuation lists, or at least making some provision to enable the ratepayer to challenge the assessment of his hereditament as it appears in the list, and as at the date it was valued for the list. In the absence of some such protection every ratepayer would be well advised to make a covering proposal automatically on 2nd April in the year a new valuation list appears, if values are rising at the time.

Rating Return for 1960-61

A return of rates and rateable values published by the Ministry of Housing and Local Government (H.M.S.O. 4*s.* 0*d.* net) shows that the average rate levied in England and Wales for 1960-61 was 19*s.* 10*d.* compared with 19*s.* 0*d.* in 1959-1960.

The rateable value of all property at 1st April, 1960, was £702,373,000 compared with £687,618,000 at 1st April, 1959, an increase of 2.1 per cent. Receipts of local authorities from rates in 1960-61 are provisionally estimated at £675,000,000 compared with £648,000,000 in 1959-1960.

The estimated produce of a 1*d.* general rate for 1960-61 was £2,842,200 compared with £2,764,300 in the previous rating year. The amount of rates estimated to be collected per head of population was £14 17*s.* 0*d.* as against £14 1*s.* 0*d.* in 1959-1960, an increase of 5.7 per cent.

There were rate increases in 1,120 areas, no change in 203 and decreases in 145. 538 of the increases and 119 of the decreases were less than 5 per cent.

Detailed figures from each local authority area showed that the two highest annual rate poundages for urban authorities during the year under review were Blaenavon and Rhymney, Monmouthshire, each with a rate of 29*s.* 8*d.*; but Nantyglo and Blaina, also in Monmouthshire had a rate of 15*s.* 3*d.* for the first half year. (Although the information was too late for inclusion in the return, the rate for the second half-year was also 15*s.* 3*d.*)

Bournemouth with a rate of 13*s.* 6*d.* (no change from 1959-1960) was again the lowest rated borough in England and Wales. The lowest rated urban districts were Whickham, Durham, and Yiewsley and West Drayton, Middlesex, each with a rate of 16*s.* 4*d.* Their rates in 1959-1960 were 16*s.* 8*d.* and 15*s.* 6*d.* respectively.

Van Diemen Land Valuer

By A. L. COMPORT, AAI, (PA)

Mr. Comport emigrated to Australia in 1957, and worked for the State Valuation Branch of the Treasury in Tasmania. In this article he describes some of his experiences when taking part in the first valuation for rating in the island.

AFTER four years' experience as a valuer in Australia, I feel that the first impressions have worn off and that I do now understand the Australian approach to valuations.

The first hurdle on arrival in the country is to realise that a chartered surveyor in the valuations section of the Institution examinations is a rare species in the Antipodes and that he soon grows weary of explaining what he does and why he does not carry a theodolite. Having made this plain, the hearer smiles with relief and says " Why, you are a valuator!" Members of the Commonwealth Institute of Valuers wince at this expression as much as I do, though it is perfectly good English. Sometimes when a little tired of flying the Institution's flag, I say " I am a valuer " and we all breathe more freely.

Before describing valuation work in Tasmania, it will be necessary to present a sketchy picture of the island state or " The Apple Isle " as it is often referred to by " the mainlanders."

It lies a little over 200 miles to the south of Melbourne in the latitude of the roaring forties which sweep all the way from Cape Horn to precipitate up to 140 inches of rain per annum upon the rugged west coast. The Bass Strait, which separates Tasmania from the mainland, is in fact composed of water, and forms one of the roughest stretches in the world.

This state can, I believe, exceed England in variety of terrain and equal her in beauty. Though only about four times the area of Wales, almost one-half, the western half, is untrodden and almost unknown. Though no mountain ranges rise much above 5,000 feet, those on the west receive the heavy rainfall already mentioned and as a result stand clothed in a rain forest of myrtle (allied to the beech with a tiny evergreen leaf). Everywhere is lichen, leeches, dampness, and silence, for these trackless forests contain little animal or bird life, whilst man has made but few roads and tracks to obtain access to the great mineral resources of this area.

In the centre of the island, at an altitude of about 1,000 feet, is found a dry climate of 20 inches rainfall, well suited to sheep, with large properties, capable of growing some of the finest wool in Australia.

To the north, there is a large area of rich red basaltic soil, with a warm climate and a rainfall of about 40 inches. Here is another Devonshire, in colour and in richness, with small highly productive farms selling for up to £200 per acre land and buildings.

To the south are the great orchards of the Huon whose Cox's, Sturmers, Democrats, etc., are nearly all sent to England, an area of farms, hop gardens and beauty.

Finally, on the east coast there is a rainfall of about 20 inches or less, with a Californian type of climate induced by the South Pacific which it faces.

This is a most inadequate description but serves to show some of the classes of land encountered by a valuer. In many areas, there is need for improvement, and with the aid of the bulldozer, fire, superphosphate, and sometimes trace elements, the bush is being pushed back to produce new or improved farmland. Here the valuer must follow the cost of these operations and be able to recognise the potential of untouched bushland.

Rich basaltic farm land near Mount Rowland

Scattered through the countryside are country towns, whilst Launceston in the north is a fair size city coping with the needs of the surrounding country, with the capital city, Hobart, in the south. Hobart is perhaps the ideal capital city in size and setting, with a rate of growth in keeping with the mainland capitals. Here the valuer will encounter many old familiar problems, since the modern portions of any city are so similar.

I belonged to the State Valuation Branch of the Treasury which had been set up about ten years under the guidance of one of Australia's best-known valuers, W. B. Caldwell, whose system closely followed that of the Valuer-General's Department in New South Wales. I mention this in case anyone reading this should be interested in visiting that state.

The primary task of the department was rating, and soon the whole of the island will have been valued, three values having been ascribed to each hereditament, urban and rural, since there are no exemptions, except for churches and one or two special occupations. Thus no time is wasted, nor are great edifices of case law erected to decide all the minutiae that accompany derating in Britain. To take part in this first valuation seemed a worthwhile affair since the whole state had previously relied on the inspired guesses of farmers, council clerks and others for rating assessments. The Valuation Department resembled a district valuer's office in Britain in many ways and Notices of Transfer were received from solicitors in respect of each conveyance whilst each valuer was expected to defend his work in Court. Acquisition cases were dealt with against a background of compensation closely following the rules of the Acquisition of Land Act, 1919. Being a small department, uniformity of treatment was maintained by meetings of the dozen qualified valuers and their cadets rather than by the eternal spate of instructions under which my colleagues in the Inland Revenue in Britain were half submerged before I left.

At this juncture, I must reluctantly introduce three definitions ; they are essential.

Improved Value—

" in relation to any land, means the capital sum which the land, if it were held for an estate in fee simple free from incumbrances by an owner who is at liberty to dispose of it as and when he desires, might be expected to realise if offered for sale on such reasonable terms and conditions as a ***bona fide***

seller would require ;

' improvements,' in relation to any land, means all work done or material used thereon by the expenditure of capital on or for the benefit of the land, but so far only as—

(*a*) the effect of the work done or material used is to increase the value of the land ; and

(*b*) the benefit thereof is unexhausted at the time of valuation."

Unimproved Value—

" in relation to any land, means the capital sum which the land, if it were held for an estate in fee simple free from incumbrances by an owner who is at liberty to dispose of it as and when he so desires, might be expected to realise if offered for sale on such reasonable terms and conditions as a *bona fide* seller would require, assuming that the improvements (if any) thereon or appertaining thereto had not been made."

Assessed Annual Value—

" in relation to any land, means the gross average annual value of the land with the improvements (if any) thereon or appertaining thereto."

The unimproved value was made available to the land tax authorities, and its calculation is a never-ending source of lively debate amongst valuers in the Commonwealth. The unimproved and the improved value (or capital value) were made known to each owner, and as such, provided a service beyond anything I have encountered elsewhere. I cannot see such a scheme being welcomed by private practitioners in my section anywhere!

The statement of improved value gave ratepayers something to get their teeth into and I found that a man rarely argued much about his annual value once he was convinced that his improved value was correct.

At the request of solicitors or interested parties, the department would inspect a property and issue a current valuation certificate for a nominal fee. The certificate was then adopted for Estate Duty purposes, without further ado.

Though I am digressing, I often wondered about the effects of our wholesale distribution of free valuations with each quinquennial rate demand. On occasion it opened the eyes of the unworldly and made them less likely to be the losers in a transaction, and it drew many owners' attention to the potential value of their property. Certainly it was a responsibility so far as the valuer was concerned.

Agricultural properties were usually assessed at 4 per cent of the improved value, since this was the minimum laid down, but higher percentages were applied where the user was more than merely agriculture.

With regard to residential property, as much rental evidence as possible was collected and analysed in each district prior to its valuation and a scale was drawn up with the assessed annual values ascending in steps of say 2*s.* 6*d.* rental per week, coupled with appropriate steps in capital value. Naturally, the scale for a particular area was not adhered to slavishly but was used in the majority of cases where no surplus land existed. In the latter case, 4 per cent of the value of the severable amount was added.

In city properties, the assessed annual values were derived from analyses of rental evidence in the normal manner and naturally no scale was practicable, but the values applied, being gross values by definition, avoided much argument that would have otherwise arisen regarding outgoings.

Calculation of Unimproved Value in a City

Here it might be appropriate to consider the one rather theoretical though interesting aspect of valuation practice in Australia. I refer to the calculation of the unimproved value in a city area which has been developed many years, where there is no evidence of the value of vacant sites. The best evidence is naturally derived from prices of comparable sites carrying obsolete buildings where the purchaser clearly bought with the intention of immediate clearance and redevelopment.

Here the task was easy and values were compared after reference to the depth table in the usual way. Where the buildings were merely obsolescent, their value was arrived at and deducted from the sale price, the residual value representing the value of the site. Sometimes hypothetical development was visualised (and memories of Part VI calculations under the Town and Country Planning Act, 1947, came to mind) in the shape of a structure of optimum suitability to the site under consideration. Estimated net rentals were capitalised and from the resultant capital value was deducted the estimated cost of the hypothetical building along with interest lost, etc., the remainder being the unimproved value. The choice of the appropriate building for the site under consideration was clearly the weakest link in this particular approach.

Residential Property

Being a predominantly owner-occupier country results in the Australian practice of valuing the site and then applying a value per square to the area occupied by the house (generally single-storey and owner-occupied), adding for bays, terraces, etc. At first I felt a little uneasy that false results might be obtained as it smacked of the contractors' method without a rental check but in practice it is remarkable how accurately one can judge the value per square, which necessitates linking the class of construction with age and obsolescence. Naturally, the foregoing is only satisfactory when the house is of a size and class of construction suited to the site. Whilst dealing with houses, it may be of interest to describe the various types of post-war construction :—

(*a*) 11-*inch cavity brickwork* with single brick partition walls (£300–£350 per square).

(*b*) *Brick veneer.* The house is erected in wooden frame which supports the roof and the inner lining of fibrous plaster sheeting whilst the outer skin is formed in single brick thickness to give an external appearance almost identical to (*a*) (about £280–£300 per square).

(*c*) *Weatherboard.* The frame is erected as in (*b*) along with the same inner lining. The exterior is clad in weatherboard. Very durable local hardwoods are used (about £260 per square).

(*d*) 8-*inch thick hollow concrete blocks* (about £250 per square).

Prices of the above may be reduced by £10 per square by use of galvanised iron sheeting as a roofing material. Type (*c*) is very common in Tasmania and Victoria though (*b*) must rival it in the latter. (*a*) predominates in South Australia due to a variety of reasons including lack of suitable local timber, white ants and a harsh climate so far as timber is concerned.

Now to the mainstay of Tasmanian valuation work :—

Agricultural Valuation

The whole state has been photographed from the air and the photographs produced were indispensable. Since the valuer sought to advance methodically across country,

taking account of every hereditament, this is understandable. The only maps available were called county charts and showed the boundaries of the original grants from the Crown to individual owners. The majority of the boundaries had been surveyed about 100 years previously with only some portions brought up-to-date. In many cases, the land is still held in parcels conforming to the boundaries of these grants though some ownerships may now embrace several original grants. Often the valuer endeavoured to be a map-maker in order to keep track of the extent of his work.

With the help of a chart and the ability of the average owner to pick up his boundaries on an aerial photograph after a little interpretation and explanation, it was possible

An early stage in clearing the bush

to outline the farm on the photograph. Once this had been done the valuer could inspect the property at his leisure thus avoiding the distraction of the company of the owner.

In rich country, living areas varied from 50 to 200 acres and the task was easy, whilst in poorer country 200 to 400 of cleared or rough cleared land backed with say 200 acres of bush land might be required to support a family, and the marking of boundaries became a more lengthy process. Some of the notable properties might contain some several thousand acres of good pasture backed by say 20,000 acres of mountainous country covered with timber, used as bush runs, and the recognition of boundaries on the photographs and on the ground might be quite a task.

I should mention that we were aided by forms of questionnaire, sent out some weeks prior to valuation to the owners of land in excess of 5 acres. Addresses and acreages were taken from the Councils' Assessment Rolls and owners were required to furnish details of the areas of native pasture, improved pasture, bush, etc., and average stock figures.

With this information and the photographs it was then possible to get the feel of the property on the ground quite quickly. By car, foot and hilltop view, the inspection was made but on the very large properties a series of routes would be followed through the main varieties of land. As in most valuation work, mere size was not daunting, it was often the small awkward properties with conflicting features that took the time and thought, particularly if in a "woolly" part of the country with owners to match.

Clutching an aerial photograph in one hand and a notebook in the other, for most of the day, one became fairly observant and I soon found it possible to pick up many clues from a clear photograph taken from as high as 20,000 feet. For example, whilst valuing some of the orchards in north Tasmania, I found it possible to pick out an established pear orchard from an established apple orchard; it was a matter of a slight variation in tone. The effect of a remark "I believe your pear trees lay over that hill" spoken to the owner, a complete stranger, sometimes brightened the day, which was often very quiet and lonely.

On the human side, I shall always remember one owner's return. It related to 1,000 acres comprising 10 acres cleared and 990 bush. It was returned blank except for a tarry scrawl in the space for "Remarks" which stated "The roots have got me beat." I knew that one day I should follow a thin white track on the photograph meandering through the dark bush to a tiny clearing at the foot of mountains to meet one of the "battlers" as they appropriately call themselves, for they battle with nature and prices.

Valuations were prepared as follows :—

Sale prices were analysed by subtracting the value of the house and outbuildings along with the bush land if sufficient sales were available for its value to be accurately known (*e.g.*, 10*s.* to £1 per acre for rocky stuff with £5 to £15 per acre for bush standing on fair to good clearable land) and in simple cases the remainder would consist of fully cleared land of one type. From this was subtracted the value of the pasture (*e.g.*, £1 to £10 per acre depending on quality and anticipated life), the residue would provide the price per acre fenced.

This figure, though sufficient for a capital valuation, was inadequate for our purposes since it had to be split into its two constituents—timber treatment (*i.e.*, the value imparted to the land by the act of clearing) and the unimproved value of the land (basis for land tax). Clearly the relationship

Fresh cleared by the bulldozer. Sawing will take place between the smouldering tree trunks

between these values would change with the country. In naturally open scrub the timber treatment might contribute £2 per acre whilst the unimproved value was £8 per acre. In formerly heavily timbered country, the timber treatment might be £40 per acre and the unimproved value £15 per acre. Virgin bush would show timber treatment £nil and unimproved value £4 per acre. As all valuers will appreciate, one was continually on guard against the possibility of confusing cost of clearing with the value imparted to the land.

After a series of analyses had been carried out to separate the various values of the various types of country, a pattern would emerge to be checked in every case against the yardstick of stock-carrying capacity.

The concept of a "beast area" was applied, *i.e.*, it was accepted that over a year one milking cow ate as much pasture as 12 dry sheep, one breeding ewe ate as much as 1½ dry sheep, etc., through the scale of stock. Thus mixed stock figures could be converted to the common denominator

Orchards on the banks of the Tamar

Cold elevated marginal farmland near Mt. Barrow (4,600 *feet*)

of a number of dry sheep in predominantly sheep country and this figure would be divided into the sale price of a farm less value of buildings. The resultant would represent the capital value of the land and pasture required to support " one dry sheep equivalent "—referred to as " the value of a dry sheep area."

Just as a year's purchase varies, so does the value of a " dry sheep area," falling away with risk and unattractiveness and hardening in popular localities. For example, a compact, rich property close to market, with short runs of fencing and social advantages, etc., would sell at £20 per dry sheep area, whilst the hill farmer battling against frosts, huge runs of fencing, stock losses and the inroads of kangaroos would pay say £8 per dry sheep area. Similarly a farm that was underdeveloped would reflect its potential by selling at a value per dry sheep actually carried in excess of the value applying to its neighbours, fully developed and stocked.

With the value of a sheep area established by analysis at say £16 in a particular locality, it was possible to check per acre values having regard to their estimated carrying capacity. For example, rough cleared slopes might be worth £24 per acre by analysis of sales whilst the owner and the valuer had already concluded that such country could carry 1½ dry sheep per acre in which case the carrying capacity would indicate $1\frac{1}{2} \times 16 = £24$ per acre.

It will be appreciated that the foregoing only indicates the principle involved in very broad terms but on every occasion the per acre valuation was checked against the value indicated by the stock carried or estimated.

Orchards

Since the exporting of apples and pears looms so large in the Tasmanian economy, a brief word on them might be appropriate. Set in superb surroundings, often near the banks of rivers, they are models of pruning and management. Since the crop is largely exported to England, the highest standards of grading for size, colour, etc., are imposed by the Fruit Board prior to shipment.

A good basis for valuation was to take the value of a very young orchard at £80 per acre for the trees, adding a further sum per acre for each year of establishment up to the age of nine years, a lesser amount thereafter until the fifteenth year when the orchard was old enough to be considered on a production basis. Then the average number of cases of fruit per acre was established by reference to averages over a five-year period and this figure (usually about 350 cases per acre in the north) was multiplied by N shillings to give say £350 N per acre capital value.

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The value of N was established by dividing the average number of cases produced annually into the sale price of the orchard, minus buildings and land value in a large number of sales embracing orchards of different ages and types ; the whole calculation being related to one acre. N was affected by the popularity of the varieties, distance from cool stores, etc., as well as the age group of the orchard under consideration. The maximum value occurred about 20 years and tapered away to the sixtieth or seventieth when grubbing up was necessary. The foregoing relates to the value of the trees only and it was necessary to add the value of the land and buildings to arrive at the value of the whole orchard.

Conclusion

Though the valuation work which I have had the space to describe seemed down to earth and straightforward, I formed a high opinion of my colleagues who had acquired a deep appreciation of land in its broadest sense, having considered its worth from virgin bush at a few shillings per acre right through the scale of clearing and improvement until urban and finally city property was encountered. The system of rating was itself simple, direct and easily understood by the ratepayers, whilst the valuation service already described went further to assist the public than anything I have experienced elsewhere. The inclusion of all industrial and agricultural property, the lack of exemptions, made for plain sailing as did the adoption of a gross annual value as the basis for the levying of rates.

Our notes were kept in field books, one page or more per hereditament, and being fairly detailed resembled collectively a Domesday Book of the state which will soon be completed.

Now, back in Adelaide in private practice in a very different world, where suburban house sites sell for up to £5,000, new estates are pegged out and sold so quickly that in valuations a deferrer is not required, and all is growth and activity and would make another story in itself, I sometimes yearn for the peace of the bush as did the drover in the famous lines by A. B. Paterson, Australia's best-known balladist, who sums it up perfectly :—

" And the bush has friends to meet him, and their kindly voices greet him
In the murmur of the breezes and the river on its bars,
And he sees the vision splendid of the sunlit plains extended,
And at night the wondrous glory of the everlasting stars."

Rights of Light

The following is a summary of the discussion on Mr. Bryan Anstey's paper "Rights of Light." The paper was published in full in the April issue.

Mr. G. C. Booth (Ministry of Housing and Local Government) said he wished to say a few words about the relationship of what Mr. Anstey had been saying to town planning. He was in the present instance giving his own views.

As Mr. Anstey said in his paper, it was primarily the job of the developer to see that his building did not affect the light of existing buildings, and it could be said that it was primarily the job of a planning authority to look further and look at the effect of the developer's building on offices or flats of adjoining blocks which were not as yet built; he had to think of it in terms of future redevelopment. Various methods of doing that were employed, and the use of daylight indicators, about which he had had many arguments with Mr. Anstey, were being used more and more for that purpose. He had no doubt that many of those present had come across them in their dealings with planning authorities; but they were introduced primarily for use in areas of comprehensive development as a result of war damage. It was expected that planning authorities would take account of the effect of applications, even in their small areas, not in areas of comprehensive development, on the daylight of other buildings, and one would expect, in time, that that would reduce the sort of cases that Mr. Anstey was dealing with.

The use of indicators for small sites surrounded by existing development was much more tricky than when large sites were being dealt with and when one was dealing comprehensively. With small sites, there were many existing buildings which one expected would at some time or another be redeveloped. The use of those buildings might be short-lived and the ultimate scheme might be good, but the consideration of the rights and needs of those who had to continue to work in existing buildings had surely to be taken care of; they could not just be forgotten about. There had to be a proper balance between the ends and the means. It seemed to him that it should be possible to keep at least the minimum standards laid down by the courts, to which Mr. Anstey had referred—the 0.2 per cent sky factor halfway through the room. After all, the daylight indicators referred to were designed for a 1 per cent sky factor, so, if one could get 0.2 per cent in the interim period, until there was redevelopment of those other buildings, one would have gone some way to meeting the difficulty.

There was a fair amount of room for manoeuvre there. As far as he could see, provided the windows in the other buildings were reasonable in size—and he agreed that very often they were not—by stipulating the 0.2 per cent sky factor be maintained as against 1 per cent for a low angle of light coming in, the building could be brought 50 per cent nearer to the obstructive building than would be the case with a 1 per cent sky factor. On the other hand, if the light was coming over the top of a tall building, the difference might be as little as 5 per cent.

Could it be assumed that the cases fought in the courts were mainly of offices and commercial buildings? Did the same "grumble line" of 0.2 per cent apply to houses as well?

Mr. Anstey, in reply, said that that could not be assumed. In fact, it was not the case. The cases fought in the courts were quite often very small, the reason being that the big cases got settled out of court more easily. It was almost always the little man with the little window in a big room who dug his heels in and would not listen to reason and was determined to have his case, although it often got settled on the fourth or fifth day, with costs accordingly, and should never have gone to the courts. As to whether the same "grumble line" applied, by and large, it did, because, in an office, one was concerned with reading at an office desk, and in a room, one was concerned with reading at one's table. There was no particular magic in it except that experience and commonsense had shown that, if during the darkest months of the year, half the room had one lumen, one foot candle, or more—and in most cases, there would be substantially more nearer the window—the room as a whole was reasonably adequately lit according to the ordinary notions of mankind; on the whole, the same was true of offices.

He then quoted what Mr. Justice Upjohn, as he was then, had said in the case of *Cory* v. *City of London Real Property Company* in 1954. Expert evidence was brought before him on both sides, different skies were assumed, and the whole thing was heavily fought out, and evidence brought to show that the standards prescribed by the "Post-war Building Studies" were for much higher figures than the 0.2 per cent sky factor contour. Mr. Justice Upjohn had said "It may be that standards will increase as time goes on. For my part, I am still prepared to accept the 50/50 rule."

It was a fact that, in ordinary dwelling-houses or in offices, if 50 per cent of the room was within that contour, by and large, the room was reasonably adequately lit, and it was with this that the court was concerned.

As Mr. Booth had said, they had had many arguments and his own arguments had largely been directed to saying that daylight indicators were quite useless in rights of light cases; in fact they were a snare and a delusion in rights of light cases because, as he had shown with the 45° fallacy, a planning authority could not be expected to legislate for every type of old window in every type of little house that was alongside a new development.

A member asked whether the fact that a dominant owner had a special need and had for a long time enjoyed more than the ordinary amount of light affected the case, or could he only call upon the 0.2 per cent?

Lord Justice Harman in reply, said that the worse your room was lit, the more nuisance you could make of yourself. In the twenties, there was a case when a firm were building new offices in Golden Square, and nobody objected to them except a very small man who had a very small window in a basement; he sat at a little table inside that window doing fine work on jewellery and watches and he needed every bit of light that he got. He, being a shrewd fellow, brought his action and stood up against the big battalions. After eight days or so, they collapsed and paid him a very large sum to go away. The light that had been enjoyed for and was essential to that special purpose for over the statutory period could not be taken away from him, because an award

of damages which could be substituted under an Act of Parliament was confined to small cases. A man could not be deprived of his rights compulsorily unless his damage was comparatively slight and compensation an adequate answer. This man had said truthfully that no compensation would be an adequate answer for him—" Here I am, here my trade is and has been, and if I cannot have this, I have got nothing."

Mr. ANSTEY said that the case mentioned by Lord Justice Harman had often been quoted to him, but it never really went to the final point. It had not gone to the Court of Appeal or the House of Lords, and what might have emerged, had it done so, no one knew. Where the case struck home was in the phrase—and he thought Lord Justice Harman must have been the originator of it—that the man with the small window was much more of a terror to his neighbour than the man with the large window; this was absolutely true. He agreed wholeheartedly. But it had to be remembered that in the case of *City of London Brewery Co.* v. *Tennant*, there was held to be no prescription of an extra-ordinary amount because there had been special user. It was the ordinary notions which counted. One had to be very careful how one balanced those two out.

Mr. F. MILTON CASHMORE (Visitor) said he felt somewhat despondent at the implied suggestions of professional negligence which could be made according to Mr. Anstey's paper, if an architect had not got beyond the 45° rule. He was rather interested that a previous speaker had referred to indicators, or cones as he knew them in his office, which were sponsored by the Ministry of Housing and Local Government. He understood that all town planning authorities, in London at any rate, stipulated an angle of 45° across internal areas, and either 51° or 56° from the opposite side of the street. In addition the system of indicators was a means of day-lighting tests in new projects; even if the indicators were successfuly applied, there were rights under common law and, of course, the necessity to serve notices under section 51 of the London Building Acts, 1930, on all owners or lessees within 100 yards of the proposed new building.

He would be interested to know from Mr. Anstey whether if architects applied those rules and found they were successfully applied, there would be any claim for professional negligence on their part.

He was particularly interested in the references to Mr. Percy John Waldram. When he was serving his articles, Mr. Waldram had had an office on the same floor and he had got to know him very well indeed. He was a most amazing and versatile person. At the time when he knew him first, Mr. Waldram was practising as a quantity surveyor; he was also a consulting engineer; he wrote a textbook on the principles of structural mechanics, and he also lectured on that subject at the Central School of Arts and Crafts. He had attended those lectures. He well remembered, many years ago, that Mr. Waldram, who was quite a fanatic in his enthusiasm, had called him into his room and shown him a black box. He had asked what it was; Mr. Waldram had said that it was an instrument which was going to measure daylight. If his memory served him, that instrument had a kind of viewfinder on the top with an aperture in the front. It seemed to him that it had a piece of photographic sensitised paper inside and he could only imagine that the light striking through the front aperture on the sensitised paper darkened it and the darkening period was timed by a watch. Obviously, the darker the conditions, the longer the piece of sensitised paper took to discolour.

Mr. R. HOLMAN (PA) said as he understood it, the present law was simply a matter of asking the question "Is the light of this room adequate or inadequate?" Did Mr. Anstey consider that there was a case for the damage to be assessed on a quantitative basis? In other words, light might be diminished to a room in spite of the fact that the light then enjoyed was more than one lumen, or foot-candle. It seemed to him to be unjust that a person who might have had a splendid window and a very high degree of light could be brought down to one foot-candle and have no case.

Mr. ANSTEY replied that the answer was that in English law there was an easement of light. It was not an easement of the quantum of light that you originally enjoyed. It was an easement of a residual quantum adequate according to the ordinary notions. It was as to whether the residual quantum was adequate according to the ordinary notions that you had to direct your mind if faced with a rights of light case. Nothing he could say or do could alter that, and it did not look likely to him that English case law would alter it either.

With regard to the quantum of damages, he would like to introduce one point. If, of two rooms which were diminished in their light, one was still half left within the contour, that room could not necessarily be written right off because, if the other room was actionably injured by the fact that the residual light was less than was adequate according to the ordinary notions, the damage to the first room could be taken into account as a makeweight, even though the damage to it would not be actionable of itself.

As to the measure of damages, Lord Justice Harman had said that the court had the discretion to award damages instead of injunction. That was in the absolute unfettered discretion of the court.

The court might guide itself by four rules, which were: can the damage be estimated in money? Would money be a proper remedy? Is the damage small? Would it be oppressive to grant an injunction? If the case passed those four tests, the court might well say that they would award damages and assess the amount, but they were not bound to do so.

As to what the amount of the damages should be, the judge would no doubt hear evidence, as in all other matters, and would listen to chartered surveyors who, from their experience, could show that an ill-lit room in that position was worth so much less per annum than a well-lit room.

LORD JUSTICE HARMAN said that Mr. Anstey was right. Cases used to be called "light and air" cases. They were not so called any more because one had no right at all in air. You could not even get a prescriptive right; even in light, all you had was the right to prevent your neighbour being a nuisance. In legal jargon, the action of light lay in nuisance and not in trespass, and that was why, if you had a very well lighted room, you could lose quite a large portion of the light without having any actionable rights at all. Very many laymen would be incensed when they first heard that because there was a general public idea (and indeed there had been an idea in all courts in the last century, which was why cones of light used to be introduced into ancient light cases) that a man had a property in the amount of light which had come to his house over 20 years. That idea had been exploded in *Colls* v. *Home and Colonial Stores*

and all lawyers shut up their books and said "We shall never have another ancient lights action again," but thank heaven for Mr. Waldram; he revived the subject with his "grumble" point and his sill light. His contours, when he was practising at the Bar, were not as grisly and complicated as at present in the hands of Mr. Anstey. He (the speaker) would never have been able to cross-examine Mr. Waldram as he used to do if things had reached that pitch; but even so, light actions were very uncommon. They would all be well advised to urge their clients to settle with their adversaries while "in the way with them" and not embark on the dreadful expense of a light action which would last a fortnight. "Make peace with your adversary" was the cardinal advice in light cases.

Mr. D. Y. PITTS (F) said that he was one of those who had helped to debunk the 45° rule and to establish the criterion that 50 per cent of the room should be adequately lighted. He was a little concerned, however, lest they were going too far in the other direction. The 45° rule was not completely bad. He did not think that the surveyors of the last century had been completely wrong. The 50 per cent of the room needed qualification just as much as the 45°. The room had to be a reasonable-sized room. Mr. Waldram consistently specified in evidence that the depth of the room should not be more than twice the height of the window head above table level; he made this stipulation as long ago as the case of *Semon* v. *Bradford Corporation* (1922).

In his view, the qualification of the 50 per cent was that the room had to be a reasonable room and the window had to be a reasonable window for that room. He agreed with Mr. Waldram's statement that, for a room to be of reasonable depth, it should not be more than twice the height of the window head above the table level.

With regard to the 45° rule: in *Colls* v. *Home and Colonial Stores*, the width of the street was 43 feet; that was within the old original bye-law width of 50 feet. If the window was of a reasonable proportion to the street width, the old 45° angle would work. In *Fishenden* v. *Higgs and Hill Ltd.*, Mr. Waldram prepared contours of a 50 foot high building 50 feet away and compared them with the result of the erection of the proposed building to show that the proposed building was not doing any more harm than a 50 foot by 50 foot building.

Mr. Anstey had showed a drawing with two window heads, one low and one tall. Assuming that the low one was 4 feet and the tall one 10 feet, with a 50 foot by 50 foot building, the 50 foot high building was 46 feet above the head of the 4 foot window; the tangent of the angle, which he called the angle of penetration, was 46 divided by 50, which was 0.92: the angle of penetration was 42½° and the depth of penetration was 4 feet 4 inches.

If it was a normal-sized room, it would be at least 10 feet deep, and obviously, it might be inadequately lighted, but give that same room a 10 foot high window and what happened? The obstruction was 40 feet above the top of the window. The tangent of the angle was 50 divided into 40, which was 0.8, just under 39°, and the penetration was 12 feet 6 inches. The room depth with a window 10 feet high ought to be no more than 20 feet. Very often it was not as much as 20 feet. He suggested that that room would be adequately lighted.

Mr. Anstey had illustrated the fact that, the further away you went, within reason, the greater the obstruction when 45° was measured from the sill. Substituting a building 30 feet away and 30 feet above table level for the 50 foot by 50 foot building gives a penetration of 15 feet for the 10 foot window, at an angle of 34°, in other words, a perfectly well lighted room with a 45° obstruction. But with a window only 4 feet high the penetration would still be only 4 feet 7 inches and the angle of penetration 41°, and the room still inadequately lighted.

Mr. ANSTEY said he unreservedly, unashamedly, firmly, utterly and absolutely repudiated the 45° rule; it was very useful with a 45 foot street and a three or four-storey building of a simple outline. It was quite useless when streets were virtually any width and buildings were podia. Down with the 45° rule!

On the point about architects being negligent, in the case he had referred to, the architect was shown not to have been negligent for relying on the 45° rule, because it was shown that most architects did!

The vote of thanks, proposed by Mr. D. Y. Pitts (F) and Mr. D. J. Dickins (PA), was carried with acclamation.

Lands Tribunal Decisions

REVIEWED BY W. M. HATTERSLEY BSC FAI (PA)

Notices to Treat

That the onus of proof of service of a notice to treat falls fairly and squarely on the shoulders of the acquiring authority was recently emphasised by the Tribunal in the case of *E. M. Metcalfe* v. *Basildon Development Corporation* (Ref/319/1959). The reference concerned a notice to treat purported to have been served by the Corporation in 1953 under the New Towns Act, 1946, whereby the provisions of section 54 and the second schedule of the Town and Country Planning Act, 1944, apply to the service of such notices.

The property being acquired comprised about one and a half acres of land and as the premises appeared to be unoccupied, the Corporation stated they had posted the notice to treat on the land on the 14th September, 1953. In support of this, a certified duplicate copy of the notice was produced to the Tribunal and this was signed by the Corporation's notice server at that time but who had since retired from the Corporation's service.

The Tribunal stated that such evidence would have sufficed had the notice server himself given evidence but in this particular case even that would not have been sufficient as the claimant considered she was entitled to have the notice served on her personally. This was because she had informed the Corporation by letter, after the Compulsory Purchase Order had been made, of her interest in *inter alia* the said

land which was covered by the order and her letter concluded with the words :—

> " Will you please inform me if any will be required under the buildings order."

Paragraph 5 of the second schedule of the Town and Country Planning Act, 1944, provides, *inter alia* :—

> " As soon as may be after the order has been confirmed the corporation or authority shall publish in one or more newspapers . . . and shall serve a like notice on—
>
> (*a*) any owner or occupier of any of the land thereby designated who at any time after the publication of the notice of the order as submitted, has sent to the corporation or authority a request in writing to serve him with the notice required by this paragraph specifying an address for service and giving the prescribed particulars of his interest."

The claimant's letter had been acknowledged by the Corporation and subsequent correspondence ensued, but the Corporation evidently mislaid the correspondence as no notice to treat was served on the claimant personally nor a notice of entry. Entry was discovered by the claimant subsequently.

With regard to the above request contained in the claimant's letter, the Corporation contended that at that stage her letter was not a proper fulfilment of the conditions demanded by paragraph 5 (*a*) of the second schedule, but as no copy of the notice of submission and the date thereof was submitted, the Tribunal found this point unresolved.

In their decision, the Tribunal referred to the earlier case of *F. L. Vosper and A. L. Williams* v. *Plymouth Corporation* (Ref/155/1954) which concerned a notice to treat alleged to have been served in 1938, but where all the Corporation's records had been destroyed in the war. The Corporation were thus unable to adduce direct evidence of a notice to treat and were forced to rely upon secondary evidence which took the form of an affidavit by the former Deputy Town Clerk to the effect that he clearly recalled satisfying himself that all the notices required under the order had been properly served. In this case it was noted by the Tribunal that prior to the acquisition of the land by the applicants in 1946, there was no disclosure of a notice to treat by their vendors in reply to requisitions on title although there was correspondence with the then Town Clerk referring to the fact that the land was included in the Compulsory Purchase Order.

In the *Vosper* case, the Tribunal stated in their decision :—

> " I take the view that in a matter of this nature where the property rights of an individual are concerned, that onus must be strictly discharged, and I am not satisfied upon the evidence before me that service of notice to treat under the order of 1937 has been proved by the Corporation."

The Tribunal again followed this view that the onus of proof must be strictly discharged by the acquiring authority in the *Metcalfe* case and decided that it was without jurisdiction to deal with the reference because even were the contention of the Corporation correct that the claimant had not fulfilled the requirements of paragraph 5 (*a*) of the second schedule to the 1944 Act, the evidence of alternative service—the fixing of the notice on the land—was only secondary evidence and not acceptable.

Whilst on the point of notices to treat, it is of interest to note the decision of the Court of Appeal in *Holloway and Another* v. *Dover Corporation* (1960) 11 P. & C.R. 229 reversing the decision of the Lands Tribunal previously reviewed in this series. It will be remembered that the case was concerned with whether or not a deemed date of service of a notice to treat should be taken as the date for determining the compensation payable for a leasehold interest which had expired by the time the claim for compensation was made, but at which time the claimants were still in occupation and paying the same rent as under the expired lease. The Court of Appeal considered that, if anything, *Regina* v. *Kennedy* ([1893] 1 Q.B. 533) which was distinguished by the Tribunal, was a parallel case and not *per* Lord Evershed, M.R. " so distinguishable on the facts from the present case that we should hold, as the Tribunal seem to have done, that the material date for the purposes of assessing compensation in the present case was the date of the notice to treat."

At the date of the notice to treat (February, 1949), the leasehold interest, having over five and a half years unexpired, was clearly an interest in land capable of being acquired. However, no further steps were taken by either the claimants or the Corporation ; although negotiations continued, that was all. After the lease expired (October, 1954), the claimants ceased to have any interest in the property apart from certain statutory rights under the Landlord and Tenant Act, 1954, etc., but they continued in enjoyment of the premises, carrying on throughout the bakery business and continuing in occupation even after the notice to quit served under the Landlord and Tenant Act, 1954, by the Corporation expired in 1958.

In the course of his judgment, Lord Evershed, M.R., stated :—

> " I confess that I have come clearly to the conclusion that, in the circumstances of this case, no claim for compensation under the Acquisition of Land Act can be put forward by the claimants . . . the answer, I think, to the claimants lies in the simple proposition that, as things turned out, the corporation never acquired anything from them at all. No interest in the land of any kind was acquired by the corporation under their compulsory powers. . . . when the powers and jurisdiction of the Lands Tribunal were invoked (May, 1958) it had become quite clear that no proprietary right of the claimants had been compulsorily acquired by the corporation, and, therefore, there was no subject-matter for which the corporation were liable to pay to the claimants any compensation. . . . The same, in effect, is no less true at the date when the claim was put forward, because at that time (in March, 1957) the only right which the claimants had was a right to continue in possession until they were served with a notice to quit. That was a right which they enjoyed apart altogether from the Acquisition of Land Act, but which again had not been affected by anything that the corporation had done. . . . The truth is, that in the event there never was any expropriation. No doubt, as I have indicated and as was said in *Regina* v. *Kennedy*, the claimants might have forced the hands of the Corporation, had they chosen to do so, at a much earlier stage. Into that I need not go further because they did not do so. I conclude, therefore, that, in the circumstances of the present case, the claim for compensation by the claimants fails."

Injurious Affection

Some interesting points have been raised in a number of recent cases that have come before the Tribunal on the question of alleged injurious affection suffered by land " held with " land taken. Most commonly claims for compensation for injurious affection arise where portions of agricultural estates are being acquired for statutory purposes and in particular where the land acquired is to be used as an airfield.

A particular case in question was that of *T. P. Tory and M. S. Tory* v. *Secretary of State for Air* (Ref/3 and 5/1959) which concerned the acquisition of two parcels of farm land, one of about 72 acres and one of about nine acres at Tarrant Rushton, Dorset. Compensation for injurious affection was claimed under four main heads as follows :—

(1) *Awkward Boundary with 72 acres :*

For the acquiring authority, it was admitted that the new boundary was awkward from a farming point of view and £75 was offered on their behalf under this head under cross-examination. The Tribunal found difficulty in deciding the amount to be awarded, valuation not being a scientific art, but in the circumstances decided to award £150—the amount claimed " because where there is a difference such as this I lean towards the side of the person whose land is being expropriated."

(2) *The detrimental effect on farm stock of having an aerodrome so near :*

Mr. Tory, whom, the evidence disclosed, was one of the outstanding experts on sheep farming in England, emphatically considered that the noise of the aerodrome had such a disturbing effect on sheep during the lambing season that they had to be moved away from it. At first it was argued for the acquiring authority that the aeroplane noise would have no effect on animals once they become accustomed to it but during the hearing the point was conceded in view of Mr. Tory's great experience. The Tribunal allowed this item and accepted Mr. Tory's estimate of £1,000.

(3) *The increased cost per acre of farming the remaining land :*

For the claimants, it was argued that two men were needed to work the land before the 72 acres was acquired, but they would still be needed to farm the land remaining, *i.e.*, excluding the 72 acres and thus the cost of farming per acre was increased. The Tribunal rejected this item of claim as although the claimants undoubtedly suffer loss of profits, this loss is covered by the compensation paid. The capital value of the land had not been decreased.

(4) *Awkward Boundary round nine acres :*

An area of about six acres was claimed to have been rendered almost useless by the awkward shape of the acquisition and because of a drainage easement which was also being acquired and was determined on the basis of 2*s.* 6*d.* per yard run plus £25 for a soakaway. The Tribunal were satisfied, that the land was seriously affected and awarded compensation at the rate of £40 per acre—a 50 per cent depreciation on a market value of £80 per acre. This decision took into account the fact that " most farming is now done by mechanical means and it certainly would be difficult to get modern machinery to negotiate the awkward boundary."

Another case concerned not with aerodromes but with injurious affection arising out of the laying of overhead electric wires, was the *Radnor Trust Ltd.* v. *The Central Electricity Generating Board* (Ref/220/1959). The property affected was Copcourt Manor, Tetsworth, Oxfordshire, and the estate extended to 483 acres, having a Queen Anne manor house and two farms. There were four 80 feet pylons on the estate, one within 212 feet of the manor house but at the rear, and the pylons carried seven lines each of 132,000 volts. There were two main items of claim for injurious affection—depreciation in value of the manor house and reduction in value of shooting rights.

(1) *Depreciation in Value of the Manor House :*

As a result of their inspection the Tribunal were satisfied that the existence of the pylons and wires did not materially detract from the enjoyment of the manor house. However, on the evidence the Tribunal was satisfied that it would prove a deterrent to some and would form a strong bargaining point in the case of all purchasers. Accordingly £750 was awarded for depreciation in the value of the manor house which represented about 10 per cent of its open market value without any pylons in existence.

(2) *Damage to Shooting Rights :*

It was contended on behalf of the claimants that the annual value of the shoot, which was a rough shoot, would be reduced from £70 per acre to £60 per acre on account of the existence of the pylons and wires. The occupier of the Manor, however, who had shot over the land before and since the pylons and wires were erected, said that there had been no material difference in the bag. The acquiring authority contended that the existence of wires did not affect the value of a rough shoot like this and the Tribunal was satisfied on the evidence that this was the case. Accordingly no compensation was awarded under this head.

Fees and Costs

The question of legal and surveyors fees that should be allowed was also raised in the *Radnor* case.

It will be remembered that in *Harvey* v. *Crawley Development Corporation* (1957) 8 P. & C.R. 141, the Court of Appeal held that legal costs, surveyors fees and travelling expenses, incurred by an owner-occupier of a house in the proposed purchase of alternative accommodation which proved unsuitable and in the actual purchase of a new house to live in, were proper items payable under the head of compensation for disturbance. *Per* Romer, L.J. :

> " It seems to me that the authorities to which our attention was drawn do establish that any loss sustained by a dispossessed owner (at all events one who occupies his house) which flows from a compulsory acquisition may properly be regarded as the subject of compensation for disturbance, provided, first, that it is not too remote and, secondly, that it is the natural and reasonable consequence of the dispossession of the owner " ;

and *per* Sellers, L.J. :

> " The evidence in this case would seem to show that the Tribunal were entirely justified in saying that this particular expenditure in relation to the acquirement of new premises—it may be that the abortive expenditure was a misfortune, but no distinction is made between the

two—is expenditure which was directly arising from the circumstances that this lady had to find another house in which to live by reason of being compulsorily dispossessed of her home."

Then in *London County Council* v. *Tobin* (1959) 10 P. & C.R. 79 the Court of Appeal held that legal and accountancy expenses as well as surveyors and valuers fees, should be included as part of the compensation awarded and not as part of the costs of a reference, provided they were incurred before the action was brought. *Per* Norris L.J. :—

"If a claimant could show that he had incurred expense in obtaining professional help, and that it was reasonable for him to have incurred it, and that the figure of his expense was reasonable, then the time for him to ask to be reimbursed was when he responded to the invitation contained in the notice to treat. The incurring of the expense would be a direct consequence of being disposed and of being asked to state the amount of the compensation claimed on account of such dispossession. It is to be observed that no question is raised in regard to the fees of a valuer or a surveyor. But if such fees, which include fees for assessing the loss of goodwill, are to be regarded as claimable as compensation, it seems difficult to understand why legal or accountancy fees (always provided they are deemed necessary and are properly incurred) should not similarly be regarded as items claimable as compensation" ;

and *per* Wynn-Parry, J. :—

"As matters stand at present, on notice to treat, the claimant and his advisers compile a claim. Let me assume a case in respect of which there is no subsequent reference. In compiling the claim the claimant has to incur legal costs. In order to arrive at a true figure of the loss which he has incurred, he is forced to include the amount of such legal costs, otherwise his claim is for less than the loss which he has suffered. On what principle can it be said that, if there should be a reference, the amount of his loss is to be reduced for the purposes of the reference by the whole of the amount of the legal costs which he has incurred ? The [Lands Tribunal] Act, in section 3 (5), only deals with the costs of a reference; the [Lands Tribunal] Rules made pursuant to the Act are wider in form, because rule 49 refers to costs of and incidental to the reference, but, assuming, without deciding, that rule 49 is *intra vires*, I cannot see how the words 'incidental to' can take the costs out of the only place where they can find room prior to a reference, namely, the claim itself, and make them any part of the costs of the reference."

For the acquiring authority in the *Radnor* case, it was argued that on the basis of the decision reached in the Court of Appeal in *Tobin's* case, only reasonable costs of formulating a claim prior to the reference should be allowed and did not justify costs incurred in negotiating after a claim had been submitted. The Tribunal did not agree with this view and stated :—

"Such expenses seem to me to be reasonably incurred as a result of the action of the compensating authority and to fall within the basis of the decision in *Tobin* v. *London County Council* and *Harvey* v. *Crawley Development Corporation.*

It is, I think, a proper and reasonable thing for a claimant after delivery of a claim to endeavour to negotiate a settlement before referring the claim to the Tribunal, and that costs so incurred form a proper subject of claim."

Accordingly surveyors fees prior to the reference and also legal fees in connection with the preparation of the claim and negotiations were allowed in the sum of £84 in total.

Compensation under the Housing Acts

Although this subject was only reviewed in this series in November last (see *The Chartered Surveyor* for November, 1960, page 248) there has since been a further important decision by the Lands Tribunal on this matter in the case of *L. F. Davies* v. *Bristol Corporation* (Ref/316/1959). The reference concerned the amount of compensation payable for a terrace of three late Georgian houses with basements, all of which were let to statutory tenants at the material time and all of which were included as unfit houses within a clearance area.

The site of each house was about 18 feet frontage by 60 feet depth and *each* site was capable of individual development for residential purposes in conformity with the Corporation's bye-laws.

The notice to treat was served on 15th March, 1958, and so the value of the land had to be arrived at as a site cleared of buildings, subject to the "existing use" provisions of section 51 of the Town and Country Planning Act, 1947.

For the Corporation, it was contended that there was no demand in Bristol for the type of site under appeal and therefore the value must be only nominal. The sites were valued on the basis of 5*s.* per square yard which was arrived at from a devaluation of the Tribunal's decision in *E. M. A. Farley and T. T. F. Wilmott* v. *City and County of Bristol* (Ref/16/1958). (See *The Chartered Surveyor* for July, 1959, page 17.) However, in this case the Tribunal were concerned with a terrace of three houses on a steep slope and nearly a mile from the centre of the city whereas in *Davies's* case the subject sites were level and close to an important shopping street near the centre of the city. In fact, the sites had been scheduled as "offices" up until 1956, but thereafter the town planning zoning was changed to residential. The Corporation no longer applied the nominal figure of £1 for such cases but nevertheless, on the evidence, still sought to apply a "nominal figure" of 5*s.* per square yard for such sites, regardless of their characteristics.

The claimant, a chartered surveyor, originally put in a claim on 27th March, 1958, for £600 plus solicitor's costs and surveyor's fees for the value of his interest. An amended claim for £1,860 based on the net rents obtainable from the dwelling-houses for ten years plus the reversionary value of the buildings as offices was subsequently made in January, 1960, but this was disregarded by the Tribunal as it was conceded by the claimant in cross-examination that it was not in accordance with the statutory basis. The Tribunal found it to be wrong on two counts :—

"Firstly, it assumes a change of use from 'residential' to 'office,' whereas the statutory basis is the 'existing,' that is 'residential,' use. Secondly, it assumes an old building can be converted to offices, whereas the statute requires the assumption that the unfit dwelling is demolished leaving a bare site to be valued."

However, the Tribunal agreed with the claimant that there would have been a demand for such sites at the material date

were it not for the shadow of compulsory powers which must be ignored and stated in their decision :—

> " Bearing in mind that each of the three subject sites is capable of individual development, and their situation so close to the centre of the city, I accept Mr. Davies' view that if, on the 15th March, 1958, each of the sites had been on offer for sale for residential development, then they would have sold for more than a nominal 5*s.* per square yard. The word ' nominal ' pervades the whole basis of Mr. Humphries' valuations [for the Corporation] and the word ' demand ' provides the clue to the differences of opinion between the two experts."

In this decision, the Tribunal followed the basis laid down in *J. F. Lidle* v. *London County Council* (Ref/82/1957) and at the same time drew attention to the fact that in the *Farley and Wilmott* case " the President was at some pains to point out in his decision that each of these cases falls to be considered on its own merits and in the light of the particular circumstances applying to it."

The Tribunal went on to state :—

> " Clearly, in this type of case, each and every site, wherever it may be, must be valued on its own particular merits and demerits. To do otherwise is a negation of the art of valuation."

The Tribunal accepted the evidence of the claimant " that land for residential development in the centre, and indeed on the outskirts, of Bristol is in short supply," and awarded £180 for each site, giving an aggregate of £540 excluding the unexpended balance of established development value. In arriving at this sum, the Tribunal had regard to the fact that there would have been additional costs of redevelopment due to the existence of the old basements and also considered of importance in the case :—

> (i) The original claim for £600 submitted by the claimant.
>
> (ii) The restricted value of £300 determined by the Central Land Board upon the advice of the District Valuer for the purposes of the Town and Country Planning Act, 1947.

At the end of the decision, the Tribunal made the following statement :—

> " In conclusion it should be noted that a salient feature of this case, which distinguishes it on the facts from many other cases before the Lands Tribunal in connection with the compulsory purchase of this type of ' unfit property,' is that here at Wells Street, Bristol, each of the three subject sites is capable of individual development within the requirements of the Bristol city bye-laws and within the tolerances of the 3rd schedule of the Town and Country Planning Act, 1947."

Rating Surveyor's Diary

COMPILED BY H. HOWARD KARSLAKE (Diploma in Rating) (F)

COURT OF APPEAL

GAS BOARD EXEMPTION

Presumption of Owner in Possession

Solihull Borough Council v. *Gas Council, West Midlands Gas Board and Eldridge* (*VO*).
Gas Council v. *Eldridge* (*VO*).
Same v. *Same.*
(23rd, 24th, 25th January, 1961)

In pursuance of its powers under section 3 (2) of the Gas Act, 1948, the Gas Council made an informal arrangement with West Midlands Gas Board to carry out gas research on its behalf. The board acquired land and erected a gas research station thereon, employing and itself paying the architects and contractors, and it carried on research there, employing and itself paying the staff (including the director), providing and paying for equipment and supplies received, being responsible for debts incurred and having power to use the premises for its own purposes in part, and wholly for its own research if the Gas Council terminated the arrangement. The council selected the director (subject to the board's acceptance of its choice), directed what research work should be undertaken, reimbursed the cost to the board and paid a " rent " representing interest on the cost of the land.

Held : The gas research station was occupied by the board and not by the council, since the board was an owner in possession by its servants and, if the question was one of fact, there was no evidence of this possession being displaced by possession by the council, the payment of interest on capital not being a rent.

Dicta of Buller, J., in *R.* v. *London Corporation* ([1790], 4 Term Rep. 27), Lord Herschell in *Holywell Union* v. *Halkyn District Mines Drainage Co.* ([1895] A.C. 121), Lord Atkinson in *Winstanley* v. *North Manchester Overseers* ([1910] A.C. 14) and Buckley, L.J., in *Liverpool Corporation* v. *Chorley Union* ([1912] 1 K.B. 286), followed.

1961 R.V.R. 118

(For Lands Tribunal decision see *The Chartered Surveyor*, Vol. 93, p. 18—Rating Surveyor's Diary for July, 1960.)

UNIT OF ASSESSMENT

Separation by Private Road

Butterley v. *Tasker* (*VO*).
(16th, 17th January, 1961)

A company's works was separated by their agricultural land from their offices, the two being connected by a private road of the company, 150 yards long, which formed part of a system of private roads linking up the land and other works and buildings of the company. The offices were used for the administration of a group of companies connected with the company, whose activities extended over a far wider field. The works and offices were held by the Lands Tribunal not to be contiguous and to constitute separate rateable hereditaments. On appeal:—

Held : The works and offices were properly treated as separate rateable hereditaments since they were not contiguous premises by virtue of the private road, which was not part of either but, with the other private roads, provided access to all the company's premises and the roads, if rated, would be a separate hereditament.

Per Harman, L.J. : The works and offices would also not be one hereditament because they were not dedicated to the

same purpose, if it were necessary to show that, as he thought it would be. 1961 R.V.R. 102

(For Lands Tribunal decision see *The Chartered Surveyor*, Vol. 92, p. 546—Rating Surveyor's Diary for April, 1960.)

Charity Exemption

Approved School

National Children's Home and Orphanage v. *Penarth U.D.C.*
(18th, 19th, 20th January, 1961)

The Trustees of the National Children's Home and Orphanage Registered, a charity incorporated by a certificate of the Charity Commissioners, had as its objects the maintenance of homes for the care, education and training of children deprived of normal home life. It owned and occupied an approved school which was a school of a special character requiring continued approval of the Home Secretary and compliance with statutory requirements and rules thereunder but was conceded to fall within the scope of the objects. The approved school was carried on by managers appointed by the general committee of the home, who included the general treasurer, executive and six other members of the general committee, could deal with important matters only when an executive officer was present and must act in accordance with the Approved School Rules. The document establishing them referred to the schools "administered by the home," and "coming under its management" (*i.e.*, of the general committee).

Held: The approved school was a hereditament entitled to the partial relief from rates granted by section 8 (2) of the Rating and Valuation (Miscellaneous Provisions) Act, 1955, since it was occupied for the purposes of the home, an organisation whose main objects were charitable within section 8 (1) (*a*), and not of the managers, through whom the school was occupied and conducted in pursuance of the home's charitable objects. 1961 R.V.R. 104

(For Divisional Court decision see *The Chartered Surveyor*, Vol. 92, p. 652—Rating Surveyor's Diary for June, 1960.)

Valuation List Procedure

Successive Proposal on Caravan Sites

Sussex Caravan Parks v. *Richardson (VO) and Hastings C.B.C.*
(26th January, 1961)

A caravan parking company occupied two properties: a quarry site at the junction of Harley Shute Road on its east side and Bexhill Road to the south, ten caravans being parked on the site in March, 1957; and a larger site adjoining but separated by the quarry side though connected by steps at one side; this larger site being bounded by the backs of houses fronting on to Harley Shute Road on the east (with an entrance between them), by Bexhill Road on the south and by Haven Road on the west, and in March, 1957, having an ablution block in usable condition and an administrative block nearing completion and providing parking for several caravans. In March, 1957, the valuation officer's representative inspected the quarry site without noticing the steps or becoming aware of the larger site at the top of them, and the valuation officer made a proposal for the alteration of the valuation list by including therein the following assessment :—

> "Land used as caravan park, junction of Bexhill Road, and Harley Shute Road,"

at £20 rateable value. The valuation officer later learned of the existence of the larger site and in March, 1958, made a further proposal for the inclusion of the following assessment in the valuation list :—

> "Caravan camping site, licensed club room, shop and premises, Combe Haven Caravan Camping Site, Haven Road,"

at £2,600 rateable value. The Lands Tribunal held that the second proposal was bad, as being designed to assess a hereditament already assessed in the valuation list, since the description in the first proposal could apply to the whole of the two sites.

Held: The second proposal must be upheld because—

(1) the rule requiring two properties occupied by one person which are contiguous or in one curtilage to be treated as parts of a single hereditament did not apply, for it was a *prima facie* presumption only, and (*per* Harman and Davies, L.JJ.) the absence of access by caravans from one site to the other (except by going round by the public road) made them two distinct caravan parks;

(2) the larger site was not included in the description in the first proposal, the words "land used as a caravan park" *prima facie* excluding land with buildings which the larger site comprised, and "junction of Harley Shute Road and Bexhill Road" not being an appropriate description of the situation of the larger site; and the surrounding circumstances so indicating, particularly the fact that the larger site would not be revealed by an inspection of the quarry site, but not the parties' views as to what the proposal covered; and

(3) since it involved interpretation of the proposals, the question was one of law, but in any event there was no evidence on which the Lands Tribunal could find otherwise (if the question was one of fact).

Appeal allowed.

1961 R.V.R. 134

(For Lands Tribunal decision see *The Chartered Surveyor*, Vol. 93, p. 123—Rating Surveyor's Diary for September, 1960.)

Profits Basis

Nil Assessment Proper for Grimsby Docks

British Transport Commission v. *Hingley (VO) and Grimsby C.B.C.*
(11th, 12th, 13th January, 16th February, 1961)

The British Transport Commission owned and occupied Grimsby Docks, which extended into two parishes. The docks made a large loss on working met out of bank loans and later Exchequer loans, possibly never repayable. The Commission was under no duty to adjust charges to cover costs in any part of its undertaking and the dock accounts did not include interest on the Commission's stock so far as applicable to the docks or on a loan to construct the latest dock. The Commission let out various hereditaments in or near the docks to lessees at rents totalling about £80,000 a year. The docks were assessed at £6,177 and £70 net annual value, being the values determined for the third railway valuation roll under the Railways (Valuation for Rating) Act, 1930 (repealed in 1948), on the basis of an apportioned part of the total value of the railway undertaking of which they then formed part. The Lands Tribunal found that the Commission or some other person would be willing to enter into a tenancy of the docks but at a nil rent, and that the hypothetical landlord would accept this offer knowing that the docks would be operated and kept in good order. It reduced the assessment to nil.

Held: The docks were properly assessed at nil because :—

(1) There was no real moral or legal duty in the Commission to keep the docks open in the interests of lessees of the let-out hereditaments ; and railway benefit from dock traffic had not been investigated before the Lands Tribunal.

(2) In the absence of special circumstances the profits basis must be applied to all public utility undertakings, even where extending into only two parishes (or only one).

(3) Special circumstances were not constituted by—

(i) the fact that the profits basis produced a nil assessment ;

Barking Rating Authority v. *Central Electricity Board* followed ;

(ii) the absence of any duty in the Commission to adjust charges to cover costs in any part of its undertaking ;

(iii) the exemption from rates of the railway part of the Commission's undertaking, making it impossible for that part to bear rates which the unprofitable parts avoided, since payments in lieu of rates were made for the railways, presumably on a profits basis ; and

(iv) the exclusion from the dock accounts of interest on British Transport Stock and on a £50,000 loan for the building of part of the docks, no part of the price of the stock representing the value attributed by the market to the docks and the interest being insufficient to overcome the large deficit on working, unless it was reimbursed, and actual reimbursement only balanced the accounts and did not produce a profit and it was by way of loan only in law if not in fact.

(4) The absence of any return by way of rent to the hypothetical landlord would have been material if reliance had been placed on the contractor's test but was only a consideration to be taken into account on the profits basis and there was material on which the tribunal could find that he would have accepted a tenancy without rent and the finding could not be interfered with.

(5) Modifications could only be made in the profits basis when applied to public utility undertakings where justified by special circumstances, which did not exist, and there was no material for making such modifications, the valuation officer's valuation having no basis at all.

1961 R.V.R. 150

(For Lands Tribunal decision see *The Chartered Surveyor*, Vol. 93, p. 20—Rating Surveyor's Diary for July, 1960.)

Morecambe Foreshore Not a Public Utility Undertaking

Morecambe and Heysham B.C. v. *Robinson (VO).*

(17th, 18th January, 7th February, 1961)

Morecambe and Heysham Corporation were the owners and occupiers of a hereditament comprising a foreshore, sea-wall, esplanade, ornamental gardens and shelters and various entertainment facilities. The preamble to the Morecambe Corporation Act, 1928, referred to the dependence of the prosperity of the resort on the preservation of the sea front and the need to construct the sea-wall and promenade and to maintain them and other projected works, and the corporation incurred expenditure in advertising the amenities provided by the hereditament. In an appeal against an assessment of £1,750 rateable value, the parties agreed that the hereditament should be valued on the profits basis, but the valuer for the valuation officer gave evidence that it was normal to put a value on a hereditament where the profits basis produced a nil value and that he had agreed various beach assessments in the region of £1,000 rateable value where it gave nil or a ridiculously low value. The Lands Tribunal found that the profits basis on figures which it determined yielded between £600 and £700 rateable value, and it fixed the assessment at £1,000 rateable value on the ground that the corporation "would be prepared to suffer a moderate loss rather than permit this hereditament to remain unlet and unmanaged."

Held : The assessment of £1,000 rateable value must be upheld because :—

(1) The Lands Tribunal was not bound to apply the profits basis (*a*) by the agreement between the parties (dicta of du Parcq, L.J. in *R.* v. *Westminster Assessment Committee ex parte Grosvenor House (Park Lane), Ltd.* (1940), 33 R. and I.T. 232 ; 11 D.R.A. 90, 103) applied) ; or (*b*) by the fact that the alternative adopted was not contended for by either party, the contentions to which it was confined by sections 48 (4) and 49 (1) of the Local Government Act, 1948, being the upper and lower financial limits of the figures contended for on the appeal and not the legal or factual arguments on which parties based their cases and there being evidence to support the value (*Sheffield City Council* v. *Meadow Dairy Company, Limited*, applied).

(2) The hereditament was not a public utility undertaking requiring to be valued on the profits basis in the absence of special circumstances, but an amenity undertaking for which use of "a" profits basis was permissive if it produced a result satisfying section 22 (1) of the Rating and Valuation Act, 1925, but should be rejected if it did not, and the method of valuation to be applied was a question for the decision of the tribunal, and there was evidence on which that decision could be supported.

Appeal dismissed.

1961 R.V.R. 137

(For Lands Tribunal decision see *The Chartered Surveyor*, Vol. 92, p. 233—Rating Surveyor's Diary for November, 1959.)

CHANCERY DIVISIONAL COURT

PLAYING-FIELDS RELIEF

Intermittent User not Occupation

Parker v. *Ealing Borough Council*

(29th, 30th November, 2nd December, 1960)

In return for payments of "rent," Liverpool Victoria Friendly Society granted licences for the use of a sports ground which it owned and occupied to : (i) Liverpool Victoria Sports and Social Club, after 4.30 p.m. on weekdays and all day Saturday, Sunday and bank holidays ; (ii) to a county council in the morning and early afternoon from Monday to Friday each week ; and (iii) to a school for one or two hours a week.

Held : The society was not entitled to relief from rates in respect of the sports ground under section 8 (2) of the Rating and Valuation (Miscellaneous Provisions) Act, 1955, because it was not occupied for the purposes of the social club by reason of the intermittent nature of its use, although it could be occupied (which meant rateably occupied) for the purposes of an organisation other than the occupier under the section.

Royal London Mutual Insurance Society, Ltd. v. *Hendon Borough Council* distinguished. 1961 R.V.R. 71

LANDS TRIBUNAL

Transport Exemption

Purposes of Footbridge

B.T.C. v. *Lindsay* (*VO*).
B.T.C. v. *Owen* (*VO*).

(Mr. Erskine Simes, Q.C. 3rd February, 1961)

Part of footbridge between Runcorn and Widnes.

Determination of South West Lancashire LVC of £490 and £390 NAV and RV, respectively confirmed.

Appeals dismissed.

The question raised was whether the bridge was a hereditament which fell within section 87 of the Local Government Act, 1948, as being occupied partly for non-rateable purposes and partly for other purposes ; or in other words was the occupation of the footbridge as a toll bridge for foot-passengers for a " non-rateable purpose " as defined in section 86 (2) of the same Act. There was no dispute as to value.

The Tribunal was satisfied that the respondent VOs were correct in the contention that the purposes for which the Commission occupied the bridge were twofold : for what were clearly non-rateable purposes and the purpose of collecting tolls from foot passengers. The latter was clearly not a non-rateable purpose within paragraph (*a*) nor could it be said to be a " purpose subsidiary or incidental to railway and canal purposes " (per Lord Sorn in *British Transport Commission* v. *City Assessor for Glasgow*). It was the purpose of the occupation not the part of the undertaking which, in the 1948 Act, had to be subsidiary or incidental ; and, while the provision of a footbridge as part of the undertaking may be subsidiary or incidental to the provision of the railway bridge, the purpose for which the bridge was occupied by the Commission—namely the collection of tolls—was neither subsidiary nor incidental to the carriage of passengers or goods by rail.

Exemption of Places of Public Religious Worship

Mormon Temple Exempt

Godstone R.D.C. v. *Henning* (*VO*) *and Church of Jesus Christ of Latter-Day Saints.*
Henning (*VO*) v. *Church of Jesus Christ of Latter-Day Saints.*

(Mr. J. P. C. Done. 16th January, 1961)

Mormon Temple at Felbridge, Surrey.

Consolidated appeals against a decision of the Southern Surrey LVC (3rd December, 1959) that premises were exempt under section 7 (2) of the Rating and Valuation (Miscellaneous Provisions) Act, 1955, as a place of public religious worship. Rating authority's and VO's appeals dismissed : LVC decision confirmed.

The issues raised were :—

(1) Having regard to the provisions of sub-section (4) of section 48 of the Local Government Act 1948 was the Local Valuation Court acting *ultra vires* in coming to a decision so far as it related to the Parish of Horne which did not give effect to the terms of the proposal by the Valuation Officer so far as they appeared to be well founded nor confirm the then existing entries in the Valuation List.

(2) Was the Valuation Officer entitled to regard the whole of the property, situated as it was in two parishes, as one hereditament and to apportion the values as between the two parishes.

(3) Was the Temple and that part of the grounds in the parish of Felbridge a place of public religious worship within the terms of section 7 (2) (*a*) of the Rating and Valuation (Miscellaneous Provisions) Act, 1955 ; alternatively,

(4) Was the Temple a church hall or similar building within the terms of section 7 (2) (*b*) of the 1955 Act.

(5) If exemption from rating under the said section 7 were established in respect of the Temple did such exemption extend to the entire property in both parishes assuming that such property might be regarded as one hereditament.

On the first issue, and following its own decision in *Merrifield Social Club and Pritchard* which raised precisely the same issue, the Tribunal ruled that it was competent for the Local Valuation Court to reject the contentions of the Valuation Officer as being not well founded and to decide the matter on some other basis or figures, if necessary unrelated to the entries formerly appearing in the list, or to the terms of the proposal.

On the second issue, the Tribunal referred to the *dictum* of Parker, L.J., in *Gilbert* v. *Hickinbottom* (1955), and applying such tests thought it was clear from the very nature of the collection of buildings that they were each and all essential parts of a single entity. It was obvious from the history and conduct of this whole undertaking that it was a single conception which had then reached fruition.

Although it could be said that structurally there were two separate parts it would have been straining reasonable interpretation too far to say that, because there was physical separation, the property was essentially in two dissociated parts. The Valuation Officer was therefore justified in law and in practice in dealing with the whole property as one hereditament and apportioning any values between the two Parishes.

On the third point, the Tribunal came to the conclusion that the Mormon Temple qualified for exemption under section 7 (2) (*a*) of the 1955 Act.

The fourth question did not therefore arise and the fifth had been answered in the affirmative.

Plant and Machinery

" . . . nor Iron Bars a Cage "

Chancery Lane Safe Deposit & Offices Co. v. *Steedens* (*VO*).

(Mr. H. P. Hobbs, 20th February, 1961)

Safe Deposit in Chancery Lane.

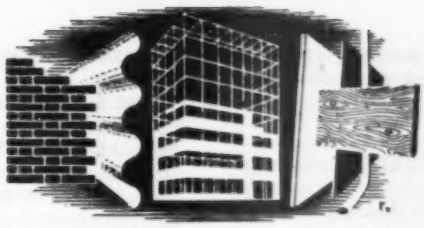
£11,000 gross value (as determined by Central London LVC) reduced to £9,600.

Ratepayer's appeal allowed.

Though the doors giving access to the security area were both massive and had complicated machinery controlling the locks, the Tribunal was unable to regard them as apparatus used for the carrying on of a safe deposit business ; they formed part of the place in which the business is carried on.

The integers, that is to say, the steel units containing a number of separate safes were, the Tribunal thought, apparatus used in the business and so were plant. Each integer was a self-contained unit and the method of attachment to floor or walls was not such as to make it one with the hereditament and moreover not all the integers were attached to a wall. The term " bin " which appears in class 4 of the Plant and Machinery Order could not be applied to these safes and as they are not named in the Order, they were plant which was not deemed to be part of the hereditament.

If the Tribunal had decided that the integers formed part of the hereditament then the gross value would have been £9,900 and if neither the integers nor the safe deposit doors were part of the hereditament then the gross value would have been £9,000.



BUILDING AND QUANTITY SURVEYING

The Cost and Design of High Flats —A Case Study

This paper has been prepared by the Institution's Cost Research Panel. It is the last of a series presenting the housing cost analyses made available by members. Two previous studies of housing costs were published in *The Chartered Surveyor* for April, 1959 and June, 1960.

HIGH flats are undoubtedly the most spectacular part of the national housing programme ; they are also the part where costs may be equally arresting. This study examines 18 analyses of 6 to 13-storey flats and maisonettes costs. As this is only a small fraction of the total number of high housing blocks, the study does not claim to be a general survey. It is just a case study of costs in these 18 blocks alone. To be certain that the sample was not misleading, costs were checked against a wider study of 72 blocks published by the Building Research Station.(1) The study is restricted to initial building costs alone, and does not touch on the broader questions of running and maintenance costs or of land use.

The study looks at two questions. The first is why high flats cost more to build than other types of housing. The sample is compared with previous studies by the Panel of two-storey dwellings(2) and low flats.(3) The second question is what brings about the wide ranges of costs found in the high blocks' sample.

The Sample

Appendix 1 lists the 18 analyses of high blocks, describes the sample, the method of analysis, the handling of the data and its relation to the Building Research Station study. Costs were adjusted to levels ruling during the first quarter, 1958.

Throughout this study costs are given as costs per foot super. of the *gross* floor area (p.f.s.), except where stated. As the ratio of *net* to *gross* area is a product of the dwelling size as well as the area of access space, and as the sizes of dwellings varied in the sample, results would become obscured if given in terms of cost per foot super. net.

Results

The high flats' sample ranged between 60 and 80 per cent higher cost per foot super. than houses. Superstructure costs, especially costs of the frame and floors account for just over half of this, and costs of services, especially lifts for most of the remainder.

The high flats blocks showed a greater range of costs than the low flats or the houses. The main cause of this greater spread lay in variations in external walls' and floors' costs. External wall costs per foot super. of the floor area were dependent on both the ratio of wall to floor area and on the treatment of different elevations on individual blocks. It was through these factors, especially the latter that the basic plan shape of blocks made the greatest impact on superstructure costs. The number of storeys in a block did not alone bear systematically on costs. Most blocks in the sample were concrete or crosswall framed structures. There was little difference on average between these two types of structure. Costs of the few blocks with different structural techniques showed a different order of costs. The method of access had a bearing on internal finishes and lifts costs.

Contracting Background

The contracting environment clearly affects costs, but equally clearly, not precisely. Vagaries of tender can explain much of the scatter of costs found in all housing samples. The high flats contracting background showed important differences from the two-storey housing sample.

All the high flats schemes were municipal housing. Just over half were designed by private architects, and the bills of quantities in all but one case were prepared by private quantity surveying firms. Public architects designed all the 2-storey housing schemes.

Between three and six weeks were allowed for tender, with an average of 30 days, a similar range and average as the other housing samples. Also on average, the same number of tenders, seven, were received. All contracts were subject to the cost variation clause.

The major difference in the contracting background between the samples lay in the amount of prime cost and provisional work. The high flats averaged 36 per cent, the low flats 29 per cent, and the 2-storey housing contracts only 8 per cent. In one high flats scheme, prime cost work amounted to 70 per cent of the contract sum.

A further difference which reflects the cost problems of multi-storey housing lay in the reductions required by central authorities. Reductions were asked for in two-thirds of the high flats contracts, averaging 9 per cent. One-third of the

low flats' contracts required reductions, averaging 6 per cent, while only one of the 2-storey housing contracts needed to be reduced and by only 2 per cent.

Design

Table 1 breaks down the cost of housing blocks to show the items in high flats incurring their higher costs. It shows the averages of the 2-storey houses, the low flats and the high flats' samples. The figure should be treated with caution, as individual costs diverged widely from the averages (see Table 3).

High flats showed between 60 and 80 per cent higher cost than houses. Costs of superstructure and services accounted for most of this. Superstructure costs were approximately 10*s*. p.f.s. higher, largely through the cost of the structural frame. Costs of the main structural members for 8-storey flats are shown in greater detail in Table 2.

TABLE 1
RELATIVE COSTS OF HOUSES AND FLATS
(Average costs in shillings per foot super. gross)

	Columns							
	1	2	3	4	5	6	7	8
Dwelling Types ...	Houses	Flats and Maisonettes			Cols. 3 & 4 % of Col. 1		Cols. 3 & 4 % of Col. 2	
Number of storeys	2	3–5	8	6–13				
Foundations (inc. abnormals) and ground-floor slab								
SUBSTRUCTURE ...	3·12	5·17	6·30	5·32	202	171	123	105
Frame (or cross-walls, etc., in high flats)			6·32	7·00				
In-filling (external walls, internal partitions, external doors, windows, glazing and painting, balcony fittings, etc. ...	10·17	12·63	(17·21)	(17·17)	169	169	136	136
			10·89	10·14				
Floors (including stairs, landings, balconies, etc. ...	2·08	6·36	7·00	7·93	337	381	110	125
Roof (roof slab, covering and external plumbing)	3·97	3·38	1·83	1·71	46	43	54	51
SUPERSTRUCTURE ...	16·22	22·37	26·04	26·78	161	165	117	120
Floor finishes (screeds, etc.) ...	1·19	2·43	1·86	2·65	156	223	77	109
Plastering ...	2·58	3·01	2·15	2·83	83	110	72	94
Decorations ...	1·26	1·43	1·37	1·09	109	91	96	76
Internal joinery (doors, frames, skirtings, cupboards)	2·61	4·01	2·62	3·24	100	124	65	81
INTERNAL FINISHES	7·64	10·88	8·00	9·81	105	128	74	90
Heating (blocks with fires and chimneys, etc.) ...	1·19	2·42	1·27	2·21	107	186	53	92
Plumbing	2·30	3·71	4·27	4·23	186	184	115	114
Gas and electrics ...	1·09	2·55	2·30	2·56	211	235	90	100
Lifts and sundries	—	0·87	3·67	4·00	—	—	423	460
SERVICES	4·58	9·55	11·51	13·00	251	284	121	136
TOTAL COST PER FOOT SUPER. GROSS	31·56	47·97	51·85	54·91	164	174	108	114
COST PER DWELLING (£)	1371	1845	2334	2342	170	171	126	127
COST PER FOOT SUPER. NET ...	31·56	54·28	67·90	70·24	215	223	125	129

Notes.
(1) Costs have been adjusted to levels ruling during the first quarter, 1958.
(2) Average dwelling sizes are: column one, 870 f.s.; column two, 680 f.s. net, 770 f.s. gross; column three, 690 f.s. net, 900 f.s. gross; column four 670 f.s. net, 855 f.s. gross.

TABLE 2
MAIN STRUCTURES—HOUSES AND EIGHT-STOREY FRAMED BLOCKS
(Shillings per foot super. gross)

Two-storey Houses		Eight-storey Flats	
		Reinforced Concrete frame	6·32
Structural brickwork and internal partitions	6·80	Internal partitions ...	1·53
		In-filling external brickwalls ...	3·73
			11·58
Facings	1·08	Facings	1·57
External fittings (windows, doors, glazing and painting porches, etc.)	2·29	External fittings (windows, doors, painting, glazing, balcony balustrades, etc.)	4·06
Total main structure	10·17		17·21

As in the low flats sample, floors showed the greatest percentage increase, costing between three and four times the amount in houses, or an extra 5*s*. or 6*s*. p.f.s. The roof cost averaged just over 2*s*. lower, because of course costs were spread over a greater floor area. This partially compensated higher costs for other structural members.

Services contributed between 7*s*. and 8*s*. p.f.s. to the higher cost of flats. Lifts accounted for half of this, plumbing for a further 2*s*. with sundry services, such as refuse disposal for part of the remainder.

Substructure costs were between 2*s*. and 3*s*. p.f.s. higher in flats, caused principally by the incidence of piling.

Compared with low flats, the higher blocks averaged up to 14 per cent greater cost, amounting to an extra 6*s*. p.f.s. Just over half of this was accounted for by the frame. Lower roof cost of 1*s*. 6*d*. p.f.s. was offset by a similar increase in floor costs. The remaining higher cost was accounted for almost entirely by lifts.

HIGH FLATS—COST AND DESIGN

Design

Fourteen of the high blocks were slab blocks, and four were point blocks. Nine of the slab blocks were rectangular, two were irregular, two were "Y" and one was "L" shaped. Three of the point blocks were square, and one "Y" shaped. All the point blocks were staircase access, and all but one of the slab blocks, balcony access. This classification is not precise. The distinction between point blocks and slab blocks becomes obscure in blocks of this height.

The amount of access space per dwelling averaged 186 feet super., over twice the amount in lower blocks. The average for point and slab blocks was approximately the same. Access space per dwelling ranged from 97 feet super. to as much as 280 feet super.

Costs

A greater range of costs was found in the high flats than in the other samples. The percentages of each sample which

fell within different ranges of costs are shown in Table 3. The bulk of the high flats sample fell evenly over the 40*s*. to 70*s*. p.f.s. range. In contrast, the 2-storey housing sample was concentrated towards the lower end of the 30*s*. to 40*s*. range. Individual items of the analyses varied more erratically than total costs and so, in totals, the spread is partially levelled out. Substructure showed the greatest percentage variation from the average, but superstructure, because of its high proportion in total costs, contributed the greatest absolute amount to the differences.

TABLE 3

COST RANGES

(Percentage of each sample)

Cost Ranges	shillings per foot super. gross					
	20–30	30–40	40–50	50–60	60–70	70–80
TOTAL COSTS						
Two-storey houses...	21%	72%	7%	—	—	—
Low flats	—	24%	26%	47%	3%	—
High flats	—	6%	28%	33%	28%	6%

Cost Ranges	shillings per foot super. gross						
	0–5	5–10	10–15	15–20	20–25	25–30	30–35
SUBSTRUCTURE							
Two-storey houses	85%	15%	—	—	—	—	—
Low flats	53%	38%	9%	—	—	—	—
High flats	56%	33%	11%	—	—	—	—
SUPERSTRUCTURE							
Two-storey houses	—	—	14%	86%	—	—	—
Low flats	—	—	3%	24%	41%	29%	3%
High flats	—	—	—	6%	33%	33%	28%
INTERNAL FINISHES							
Two-storey houses	—	85%	15%	—	—	—	—
Low flats	—	41%	56%	3%	—	—	—
High flats	—	61%	39%	—	—	—	—
SERVICES							
Two-storey houses	58%	42%	—	—	—	—	—
Low flats	3%	58%	36%	3%	—	—	—
High flats	—	15%	56%	29%	—	—	—

No single design factor could be said to have the dominant effect on costs. The inter-related features of the type of structure, the plan shape, the treatment of elevations and the planning of services appeared the most important factors. They appeared to outweigh any costs which might have arisen simply from the number of storeys in a block.

Although the sizes of dwellings in the sample varied, there was not an adequate range to show any relationship between costs p.f.s. and sizes of dwellings. No pattern emerged from the few figures available. Averages for the smaller dwellings were higher, but the ranges of costs made the averages meaningless. The range opened widest for the larger dwellings to well above and well below the range for smaller dwellings.

SUBSTRUCTURE

The majority of blocks had piled foundations. Foundations costs in the remaining blocks averaged 2.45*s*., ranging from 2.16*s*. to 3.43*s*. p.f.s. Costs for foundations showed no decline for higher blocks.

SUPERSTRUCTURE

25. Nine of the high blocks were framed structures. Six were crosswall and the remaining three traditional brickwork. Costs of the main structure, defined in effect as the vertical and horizontal members (excluding the roof) externally finished, for each of these groups overlapped considerably. The averages for each group showed distinct differences, but this was due to factors not directly dependent on the structural technique.

BRICKWORK STRUCTURES

All the three loadbearing brickwork structures were 6-storey blocks. Main structure costs averaged 24.65*s*. p.f.s., but this figure was influenced by one extremely high cost block. Excluding this, the average drops to 22.23*s*. p.f.s., a level comparable to the 4- and 5-storey blocks, but above that for 3 storeys. The high cost block showed very high costs for structural brickwork, 2.80*s*. p.f.s. above the average for the other two blocks. Dwellings in this block were arranged in a staggered terrace.

Two of the brickwork structures had hollow tile floors with costs of 5.95*s*. and 11.05*s*., and one had *in situ* concrete floors, costing 7.74*s*. p.f.s. This erratic pattern in floor costs was found in all the high flats blocks.

CONCRETE FRAME AND CROSSWALL STRUCTURES

The average for the main structural items of the framed and crosswall blocks are given in Table 4. Considering only those items directly affected the figures show little difference on average between framed or crosswall structures.

TABLE 4

REINFORCED CONCRETE FRAME AND CROSSWALL SUPERSTRUCTURES

(Shillings per foot super. gross)

Framed Blocks Items	Slab Blocks	Point Blocks	Crosswall Blocks Items	Slab Blocks
Reinforced concrete frame	5·91	8·92	Reinforced concrete crosswalls	4·59
In situ reinforced concrete floors, excluding beams	6·69	7·16	*In situ* reinforced concrete floors, including beams	8·43
Clinker block internal partitions	1·15	1·64	Clinker block internal partitions	1·12
In-filling cavity brickwork and facings ...	5·09	8·26	In-filling walls : precast or curtain walling, including windows, glazing and painting	6·66
Windows, doors, glazing and painting ...	2·55	2·92		
Mild steel balcony balustrades	1·61	0·69	Mild steel balcony balustrades	1·39
Roof structure, covering and external plumbing	1·75	1·37	Roof	1·48
TOTAL SUPERSTRUCTURE	24·75	30·96		23·67
	Number of blocks			Number of blocks
Number of storeys:			Number of storeys :	
Six	—	—	Six	1
Eight	4	—	Eight	—
Ten	1	2	Ten	4
Over ten	—	2	Over ten	1
Totals	5	4	Totals	6

Differences in the averages for superstructure costs arose mainly from the cost of external walls. The external walls of the two groups are not comparable. The majority of the crosswall structures had non-traditional in-filling panels, *e.g.*, curtain or precast wall panels, while all but one of the

framed blocks had infilling walls of cavity brickwork. The averages do not present a comparison of the consequences of these choices : two other factors must be brought out. The first is the ratio of wall to floor area. This is often treated as the predominant factor. But the sample showed no systematic relationship between this ratio and external wall costs : another factor affecting costs is the quality of external walling on different elevations of blocks. Comparing a group of blocks, it can outweigh the immediate effect of the ratio. The point blocks illustrate this. They showed highest average costs for external walls, not because a point block's wall to floor ratio is necessarily uneconomic, but because artificial stone was used in some cases for the end elevations. This represented a high proportion of the point block's external wall area.

Frames

One of the nine framed blocks combined steel columns with prestressed concrete beams. The cost of this frame was 2*s*. p.f.s. higher than comparable reinforced concrete framed blocks. Throughout the range of block heights in storeys, frame costs showed wide variations, but comparing like with like so far as possible, average costs showed 5 to 6 per cent rise for 10-storey blocks over eight, and a further 6 to 7 per cent rise for the blocks over 10-storey blocks.

Average cost of floors, excluding main beams, in the framed blocks was 6.89*s*., ranging from 5.58*s*. to 8.76*s*. p.f.s. Although costs varied, they did not vary so widely as comparable costs in crosswall blocks.

It might be assumed that the frame and floors were priced at the same level in the bill of quantities. But blocks with high floor costs were not necessarily those with high frame costs, and *vice versa*.

Costs of clinker internal partitions were higher than similar items in crosswall blocks. One block included plasterboard partitions, costing 1.60*s*., 15 per cent higher than the average cost for clinker partitions. Two blocks included concrete block partitions, averaging 2.07*s*. p.f.s.

The cost of external walls ranged from 5.04*s*. to 14.04*s*. p.f.s. (of the gross floor area). The ratio of wall to floor area and the quality of walling clearly account for much of this range. Variations in the cost of external walls were the main cause of the range in the framed blocks' superstructure costs.

Crosswalls

The costs of reinforced concrete crosswalls in the sample were surprisingly uniform. Costs per foot super. of four blocks were within the range 4.11*s*. to 4.47*s*. The average cost 4.59*s*. p.f.s. was affected by crosswall costs of 5.72*s*. in an 11-storey block.

In situ concrete floor and main beams' costs ranged from 6.98*s*. to 10.53*s*., averaging 9.48*s*. p.f.s. Comparable items in two blocks with pre-stressed floors were 8.30*s*. and 14.03*s*. p.f.s.

External in-filling walls for the crosswall blocks ranged from 5.21*s*. to 8.80*s*. p.f.s. The lowest cost was for timber wall, window and door units but otherwise mainly brickwork. Two specialist curtain wall in-filling averaged 8.06*s*. ; two pre-cast units averaged 6.93*s*., and the remaining cavity brickwork in-filling averaged 6.76*s*. per foot super. of the floor area.

Similarly with the framed blocks, the costs of external walls were the main sources of cost variation, although floor costs contributed more to the diversity of superstructure costs in these blocks than in the framed blocks.

Roofs

The roofs of all blocks were flat. Except in one case, the construction of the floor and the roof slab were similar. Roof costs in terms of foot super. gross floor area, as expected, declined for higher blocks. The relative roof costs were :

	Average 6-storey blocks equals 100	Average 3-storey blocks equals 100	Average 2-storey houses equals 100
6-storey blocks	100	80	68
8-storey blocks	69	55	47
10-storey blocks	52	42	35
Blocks over 10-storeys ...	39	31	26

Internal Finishes

Unlike the houses and low flats samples, there was little systematic relationship between costs and quality of internal finishes in the high flats sample. Costs of thermoplastic floor finishes for example showed the same range and variation of costs as for costs of wood block flooring.

The access planning had a significant bearing on internal finishes costs p.f.s. (of the gross floor area). Staircase access blocks averaged 36 per cent higher cost than balcony access blocks for wall and floor finishes. The breakdown is shown in Table 5. It is reasonable to expect a higher internal finishes cost in staircase access blocks as they contain a greater superficial area for internal finishes per dwelling. This clear differentiation in internal finishes costs between balcony and staircase access blocks was not found in the low flats sample ; the area of access space per dwelling averages far less.

TABLE 5
INTERNAL FINISHES : BALCONY AND STAIRCASE ACCESS BLOCKS
(Shillings per foot super. gross)

Items	Costs	
	Balcony Access Blocks	Staircase Access Blocks
Floor finishes	2·41	3·29
Plastering	2·50	3·69
Decorations	1·07	1·15
Totals	5·98	8·13
Number of blocks	13	5

There was a regional difference in plastering and decorating costs. Inner London blocks averaged a 20 per cent higher plastering and a 35 per cent higher decorating cost than the provinces. The same order of difference between regions was found on these items in each of the housing samples. Plastering and decorating include a high proportion of labour cost. The difference between regions is too great to be explained by the wage differentials alone. Other labour payments like overtime and bonuses presumably explain much of the regional patterns of housing costs found in the samples.

It might be thought that internal joinery costs decline per foot super. as the area of dwellings increases. The sample showed no systematic decline in internal joinery costs per foot super. *net* for the larger dwellings, but the sample did not include a sufficiently wide range of dwelling sizes to test this adequately.

Cost Analyses—High Flats

(Shillings per foot super. gross) — Costs adjusted to levels ruling first quarter 1958.

Column	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Storeys and Access (1)	6 B	6 B	6 B	6 B	8 B	8 B	8 B	8 B	10 S	10 S	10 B	10 B	10 B	5/14 B	10 B	11 B	12 S	13 S
Region (2)	IL	IL	IL	IL	IL	IL	IL	IL	IL	P	IL	P	IL	P	IL	IL	P	IL
Net Area per Dwelling	470(4)	585	585	670(4)	645(4)	700	715	720	530	610	630	655	670	740(4)	705	575	725	740
Other Areas per Dwelling (3)	141	221	284	154	255	156	214	199	226	217	171	183	180	280	171	284	192	175
Foundations	2·68	5·29a	7·60a	2·39	4·43a	2·81	13·14b	2·67a	1·74	4·59a	4·58a	2·48	4·50b	2·94	3·04b	3·02a	9·80a	7·16a
Ground Floor Slab	1·10	0·95	0·47	1·54	inc.	1·27	0·89	inc	0·42	0·42	0·64	0·47	0·82	0·49	0·68	0·17	0·31	0·27
Substructure	3·78	6·24	8·07	3·23	4·43	4·08	14·03	2·67	2·16	5·01	5·22	2·95	5·32	3·43	3·72	3·19	10·11	7·43
Brickwork Structure	10·35	—	7·65	7·04	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Frame Structure	—	—	—	—	6·86c	5·06c	5·65c	7·71d	9·04c	6·33c	—	—	—	—	6·07c	—	11·61c	8·74c
Concrete Crosswall Structure	—	4·44	—	—	—	—	—	—	—	5·52e	4·47	4·41	4·11	11·41f	—	5·72	—	—
Sundry Columns	0·45	—	1·29	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Internal Partitions	inc	0·76g	inc	inc	1·25g	1·60h	1·20g	2·09h	1·42g	2·16g	0·92g	1·16g	1·45g	1·87g	1·02g	0·57g	1·35g	2·04h
Cavity Brick external Infilling Walls	—	—	—	—	—	2·42	4·42	3·29	3·13	2·29	—	2·21	—	2·84	5·00	—	2·50	6·95
Facings	2·46	—	3·21i	1·36	—	0·49	2·65i	1·57	1·91	1·55	—	1·99	—	0·29	1·53	—	4·17i	5·03i
Windows	5·82	—	2·82	2·37	—	2·13	2·60	2·26	3·33	3·96	—	2·56	—	2·08	3·19	—	2·34	2·06
External Infilling Wall Units	—	6·68j	—	—	8·65k	—	—	—	—	—	7·17k	—	7·32l	—	—	8·80l	—	—
Balcony Balustrades	1·66	1·16	1·52	1·21	1·03	1·43	1·98	2·49	1·88	1·31	1·22	1·06	2·05	0·33	0·84	0·34	0·34	0·44
Floors and Beams	7·74m	8·30n	5·94o	11·05o	—	—	—	—	—	—	8·20m	7·93m	13·04n	inc	—	10·63m	—	—
Floors excluding Beams	—	—	—	—	6·17m	8·75m	7·20o	5·88m	6·76m	6·62m	—	—	—	—	5·58m	—	8·76m	6·37o
Roof Structure	1·81	1·14	0·93	1·00	1·02	1·26	0·84	0·77	0·83	0·57	0·57	0·70	0·82	0·47	0·79	0·52	0·63	0·42
Roof Covering	1·07	0·78	1·27	0·72	0·41	0·44	0·47	0·40	0·37	0·28	0·52	0·54	0·49	0·34	0·36	0·15	0·38	0·57
External Plumbing	0·40	0·20	0·13	0·31	0·49	0·29	0·38	0·55	0·40	0·72	0·24	0·28	0·60	0·20	0·30	0·25	0·17	0·23
Superstructure	31·76	23·46	24·76	25·06	25·88	23·87	27·39	27·01	29·07	31·31	23·31	22·84	29·96	19·83	24·68	26·98	32·25	32·85
Floor Finishes	4·72	2·88	1·59	2·78	2·84	1·27	1·76	1·57	3·87	3·14	1·94	3·17	3·43	1·03	2·58	2·34	4·28	2·56
Plastering	3·99	2·19	2·63	3·26	2·08	2·26	2·07	2·21	3·26	3·66	2·04	2·82	2·38	1·81	3·84	2·81	3·85	3·86
Decoration	0·99	0·53	15·1	1·44	1·53	0·82	2·06	1·08	0·59	0·81	0·56	0·47	1·32	1·07	0·70	0·86	1·85	1·82
Internal Joinery	5·11	2·97	2·76	3·24	2·42	2·31	2·49	3·24	3·96	3·74	2·91	2·22	4·21	2·62	2·74	3·18	3·82	4·32
Internal Finishes	14·81	8·57	8·13	10·72	8·87	6·76	8·38	8·10	11·68	11·35	7·45	8·68	11·34	6·53	9·86	9·19	13·80	12·56
Heating	3·24p	3·29q	1·64p	1·25p	1·31p	1·23p	2·35q	3·47q	2·03q	1·74p	2·74q	4·24q	5·65q	2·02q	2·00p	3·28q	3·00q	1·51p
Plumbing	7·84	3·36	2·74	4·71	5·30	3·49	4·68	3·61	5·94	3·81	3·52	3·66	3·70	1·99	2·52	3·65	1·93	3·18
Electrics and Gas	2·73	3·08	1·95	2·38	2·91	1·61	2·93	1·65	2·22	3·58	2·65	2·72	2·60	2·67	4·26	1·98	2·86	2·21
Lifts	2·98	3·10	1·69	1·82	3·09	1·44	3·49	2·20	5·38	5·61	2·94	1·27	2·95	1·03	4·20	1·74	7·12	3·00
Refuse Disposal	0·56	0·56	0·29	0·22	0·22	0·23	0·32	0·32	0·52	0·72	0·50	0·43	0·24	1·88r	0·46	0·36	2·41r	0·27
Sundries	0·16	0·13	0·11	—	0·71	0·78	0·87	1·02	—	0·42	0·06	0·30	0·42	0·23	1·13	0·05	—	0·20
Services	17·51	13·52	8·42	10·41	13·54	8·84	14·69	12·27	16·09	15·88	12·41	12·61	15·56	8·82	14·67	11·06	17·36	10·37
Total Cost per Foot Super. Gross	67·86	51·78	49·38	50·12	52·72	43·55	64·49	50·05	59·00	63·55	48·39	47·08	62·18	38·61	52·93	50·42	73·48	63·21
Total Cost per Foot Super. Net	88·22	71·34	73·35	61·64	73·56	53·25	83·79	63·88	84·16	86·16	61·52	60·23	78·88	53·22	65·77	75·32	92·94	78·16
Total Cost per Dwelling (£)	2073	2087	2145	2065	2372	1865	2995	2300	2230	2628	1938	1972	2642	1969	2319	2165	3369	2894

COST ANALYSES: NOTES TO TABLE

Costs are given in terms of shillings per foot super gross. They are tabulated according to the structural technique; thus, costs for a loadbearing brickwork structure are analysed under items brickwork structure (which includes internal partitions), facings and windows, while a concrete-framed structure is analysed under items frame, cavity brick external infilling walls, facings, windows, etc. Items are therefore not always comparable horizontally, except at the major subsections.

Notes

(1) Access: B. Balcony Access; S. Staircase Access

(2) Region: IL. Inner London; P. Provinces.
(3) Other areas include drying rooms, communal rooms, stores, etc., as well as access areas.
(4) Maisonettes.
(a) Piled foundations
(b) Basement and piled foundations
(c) Reinforced concrete frame.
(d) Steel columns and precast concrete beams.
(e) Partly an external wall.
(f) Includes the cost of *in situ* floors.
(g) Clinker.
(h) Concrete work.
(i) Partly artificial stone facings.
(j) Precast wall units.
(k) Precast and brick wall units.
(l) Curtain walling
(m) *In situ* reinforced concrete.
(n) Prestressed concrete.
(o) Hollow tile floors.
(p) Solid fuel combination water heaters
(q) Central heating and hot water.
(r) Garchey system.

Services

Various space and water heating methods were used in the sample. Eight blocks were centrally heated with central hot water, two combined central heating with gas hot water, while the remaining blocks combined either open, gas or electric fires with back boiler, electric or gas water heating. There was little to choose between the cost of each of these latter combinations. They averaged £69, ranging from £53 to £76 per dwelling. The centrally-heated blocks averaged £140, ranging from £76 to £180 (with one at £240) per dwelling.

Plumbing costs averaged £161 per dwelling, but displayed a similar range of cost, £69 to £239, as the other housing samples. Electrical installation averaged £99, ranging from £63 to £146 per dwelling. Gas costs averaged £17 for dwelling with gas hot water, and £8 for those without.

Lifts are the obvious point of interest in services' costs of high blocks. The 6-storey blocks included one installation, and the higher blocks two or more. The factor governing costs of lifts per dwelling is the number of dwellings on each storey served by each lift (*see* Table 6). The number can clearly be greater in balcony access blocks. The cost of lifts per storey rise may of course modify this factor. Costs of lifts per storey rise averaged £409 for all blocks, but fell persistently as the height of the block increased.

Cost per storey rise :

6-storey blocks ...	£457	10-storey blocks...	£395
8-storey blocks ...	£408	11, 12 and 13 storeys	£378

TABLE 6

LIFT COSTS AND NUMBERS OF DWELLINGS SERVED

(Cost per dwelling)

	Numbers of dwellings per storey served by each lift						
	1–2	2–3	3–4	4–5	5–6	6–7	7–8
Number of blocks :							
Staircase Access	2	3	—	—	—	—	—
Balcony Access	—	2	2	2	4	1	2
Cost of lift per dwelling ... ...£	265	171	125	109	74	62	63
Cost of lifts per storey rise (average)...£	396	394	424	435	383	425	462
Cost of lifts per dwelling at average cost per storey rise, *i.e.*, £409 ...£	274	177	119	102	79	60	56

All blocks included some means of refuse disposal. Sixteen blocks had chutes, ranging from £9 to £30, but averaging £15 per dwelling. Two blocks included " Garchey " systems, costing £96 and £110 per dwelling.

Ten blocks contained dryers, and one communal television aerials. Dryers averaged £25 per dwelling, and the communal television aerial £3 per dwelling.

REFERENCES

1. C. N. Craig. " Factors Affecting Economy in Multi-Storey Flat Design." Building Research Station. The Journal of the R.I.B.A., April, 1956.
2. Cost Research Panel. " The Cost and Design of Two Storey Housing—A cast study. *The Chartered Surveyor*, April, 1959.
3. Cost Research Panel. " The Cost and Design of Low Flats—A Case Study." *The Chartered Surveyor*, June, 1960.

APPENDIX

Cost Information

The information for this study was provided by chartered quantity surveyors in private and public practice. Priced bills of quantities were analysed on a uniform basis devised by the Panel. The method of analysis is described in a paper " Cost Analysis " published by the Panel. (*The Chartered Surveyor*, May, 1957.)

Over 2,000 dwellings were erected under the contracts from which the blocks in the sample were selected. Thirteen contracts were in inner London, and five in the provinces.

Contracts were let during the period late 1952 to the end of 1957. Cost information was brought to a common date by the application of building cost indices for individual items of the analyses. These indices were based on the Panel's " Building Cost Indices by Trades—Multi-Storey and Traditional Housing." (*The Chartered Surveyor*, April, 1958.) Costs were adjusted to levels ruling during the first quarter of 1958. To the end of 1960, the indices show a slight fall, but tendering conditions and actual prices have been very variable, and actual prices have risen above the index.

The table in this Appendix lists the cost analyses and gives brief details of their design. They are published to demonstrate the variability of the cost data. All costs are shown as costs per foot super. gross. Gross area was measured within external walls, but over partitions and stairwells, etc., and includes the area of balconies.

Site works' costs have been excluded and only costs of blocks studied.

The Building Research Station has published a wider but less detailed sample of analyses. The characteristics of the Panel's and the Building Research Station's samples were remarkably similar. Averages costs for both samples, after allowing for differences in details of analysis and differences in dates, are given in the table below.

	Building Research Station Sample		Cost Research Panel Sample	
Number of blocks ...	72		18	
Average net Area ...	680 f.s.		650 f.s.	
Item	Cost	%	Cost	%
Substructure	4*s.* 0*d.* p.f.s.	8	4*s.* 11*d.* p.f.s.	9
Superstructure ...	19*s.* 0*d.* p.f.s.	38	18*s.* 5*d.* p.f.s.	37
Fittings and Finishes...	17*s.* 0*d.* p.f.s.	35	17*s.* 5*d.* p.f.s.	35
Heating and Plumbing	£290 p.d.u.	14	£261 p.d.u.	13
Lifts	£110 p.d.u.	5	£115 p.d.u.	6

BUILDING RESEARCH STATION DIGEST

DIGEST NO. 5.—*Materials for concrete*

Concrete is used for many purposes, other than providing the strength required from the structural point of view, and its satisfactory performance for any particular use depends upon the correct selection of the type of cement and aggregate as well as on good practice on the site. There is now available a wide range of cements and a considerable choice of aggregates both natural and artificial. This Digest summarises the main characteristics of these materials and of the different types of concrete made from them. Further Digests, not necessarily consecutive, will deal with other aspects of concreting practice.

Practical Points: The Quantity Surveyor

By K. K. DALE (F)

Amongst a number of questions submitted for answer or discussion is one concerning the Defects Liability Period (R.I.B.A. Contract clause 12). When, asks a member, should the inspection of the work be made and remedial work carried out. As the contract provides that the contractor shall make good certain types of defects which appear "within the defects liability period," it is theoretically impossible to list such defects until the end of that period but, even if the contractor had been notified of defects at an earlier date, a final inspection should be made not later than, and preferably on, the last day of the period.

As to when the remedial work should be carried out, the contract says "within a reasonable time after receipt of the architect's written instructions." What, exactly, is a "reasonable" time is open to question. Interpretation of the word by the contractor might depend on the size of, and his desire to receive, the outstanding moiety of the retention money!

Mention of this particular clause of the contract brings to mind one or two matters which are worth noting because the clause cannot stand in isolation. It is necessary, if the contract is to be administered fairly, to be quite clear when the defects liability period (normally of six months' duration) actually begins. It could be argued from clause 24 (d) that the period starts on the date of practical completion, when the contractor is entitled to one moiety of the retention moneys, and this is probably a generally accepted interpretation. Agreement on this point, preferably before the contract is signed, is advantageous.

Another feature of clause 12 which is not always fully appreciated is that it does not cover every possible defect but only "defects, shrinkage or other faults . . . due to materials or workmanship not in accordance with this contract or to frost occurring before completion of the works." If, for example, a building is erected in accordance with drawings, details, specification and quantities or properly issued "architect's instructions" and, within the defects liability period, a floor starts to sag alarmingly, such a defect, being presumably due to faulty design or overloading, would not be covered by clause 12. The final sentence of the clause indicates that the contractors' liability for damage by frost continues until completion; not "practical" completion but acceptance by the building owner for occupation. It also provides that the architect may rule that damage appearing after completion is due to frost before such completion. Such a ruling would probably be rare.

The duties and responsibilities of the clerk of works is another matter suggested for examination. In the first place the contract (clause 8) gives the employer, not the architect, the right to appoint a clerk of works and defines his duties as acting "solely as inspector on behalf of the employer under the direction of the architect." The only other reference in the contract to the clerk of works occurs in clause 1 where it is implied that he may give verbal instructions relative to variations but, as only the architect can authorise variations, any such instructions would have to be given "under the direction of the architect" rather than directly "on behalf of the employer."

A good example of the kind of duties envisaged is to be found in work for local authorities, many of which employ a staff of clerks of works who perform their "inspectorate" in contracts under architects in private practice appointed by the authority for specific jobs. In such cases the clerk of works acts as liaison officer and is frequently of the greatest help to the architect by reason of his intimate knowledge of the requirements of the authority. Amongst his other duties the clerk of works usually records drain and other pipe runs, depths of foundations and similar notes of work either below ground or otherwise hidden by building operations and agrees the details with the builder's foreman or agent. Architects cannot spend all their time supervising jobs on site (they occasionally have to make drawings in the office) and quantity surveyors nearly always find that foundations and drains have to be measured either in filthy weather or when there is a flap on in the office to get a job out to tender in time for a committee meeting. So long as there is a good clerk of works on the job both professions, together with the employer, and the builder, benefit from his employment.

The clerk of works has probably one of the most difficult tasks in the industry because so much is expected of him and he has so little legal authority. His is an occupation which calls for extensive practical experience of all trades, a thorough appreciation of the professions of architecture, structural engineering, and quantity surveying, coupled with a high degree of diplomatic ability. A good clerk of works can make a great contribution towards the smooth running of a contract and a bad one can "play the very devil" with it. Of course, this is also true of the professional gentlemen concerned!

Some twelve months ago a member wrote to say that a responsible body had recently ruled that, under clause 25A, the contractor should be reimbursed nett for increased costs of labour in respect of unauthorised non-productive overtime. He expressed surprise at this ruling and I share his surprise. There may, of course, be special circumstances where unusual interpretation of conditions are justified and agreed but, without knowledge of the factors influencing this ruling nor of the degree of responsibility of the body making it, I should not care to say it is wrong. Many contracts contain a clause to the effect that overtime will only be allowed at the contractor's expense and in such cases it seems clear that wage increases would be allowable on overtime hours at ordinary rates but not on the non-productive element simply because the work requires so many man-hours and whether the number of men or hours is increased the answer should be the same. On the other hand the contractor may very well have priced his tender in such a way as to allow for working overtime. Under these circumstances, and with adequate proof of his having priced in that way, it might be difficult to refute a claim unless, of course, a clause had been included in the contract stating categorically that wage increases on non-productive unauthorised overtime would not be admitted.

The foregoing brings to mind a line of thought which may be worth noting. In my first article in this series I stressed the importance of the preliminaries bill and it is here that the contractor should be notified of the intended interpretation of the contract. Whether, in fact, the estimator has read the preliminaries or not, it would, in law, be held that he had. It follows that he has made due allowance for any "special

conditions" or "additional clauses" in the preliminaries bill and, therefore, if he has been told that all scaffolding must be painted blue he has no valid claim, after the contract has been signed, for any extra cost incurred in respect of such a condition on the grounds that it is unusual or that he had not noticed the clause in the bill. It must be remembered that, however unusual the requirements of the employer may be, no contractor is bound to tender. If, on receipt of the tender documents, he does not like the conditions he can refuse to tender and there is nothing the employer can do about it. On the other hand, once a tender has been submitted, it must be assumed to take account of all the conditions intended to be imposed. If the tender has been endorsed to be conditional upon the modification or deletion of any special or unusual obligations, the employer may refuse to consider it. In short, conditions of tender cannot be varied unilaterally.

But, somebody is sure to ask, what about contract clause 10 which says, *inter alia*, ". . . nothing contained in the said bills of quantities shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions." The point to note here is that the conditions of contract cannot become operative until the contract is signed by both parties. If, therefore, it is intended to impose conditions which would" override, modify or affect" the R.I.B.A. conditions such intentions must be fully set out in the bills of quantities so that due allowance may be made in the tender and these conditions should subsequently be embodied in the contract before it is signed. This latter operation, probably involving agreed alterations and additions to the printed text, should not be done without legal assistance if all possible pitfalls, engendered by amateur tinkering with a carefully prepared legal document, are to be avoided. It is a fact, of course, that many contracts are carried out with special conditions which only appear in the bills of quantities. This is because builders, as a whole, are reasonable people ; but if the goodwill of both sides, which is so essential to the smooth running of any contract, should breakdown and a serious dispute arise, it is very doubtful if anything not actually written in to the formal contract could be enforced.

Tailpiece : the answer to the gentleman who asked how one prepares an approximate estimate for a contemplated building of unspecified size for erection on an undetermined site is, quite briefly, one doesn't !

Practical Points: The Building Surveyor

By A. P. HOLDSWORTH (F)

A new writer of Practical Points for Building Surveyors will take over after this article—one whose experience and practice differ widely from the present writer's and so an entirely new outlook or backward look will be presented and that is as it should be. The present writer feels he cannot put down his pen without having a moan at members in general. Never a week passes without something happening which he has never come across before during forty years and more in practice, or may be it is an old problem presented in a newly baffling way and these can seldom be answered by reference to a book. You must meet and solve similar problems and these are just the little snippets of information which are needed here to tell to the other members of the profession. Do bear this in mind for the benefit of the new writer.

* * * *

This is the final articie in a series about the writer's new house in the country, its heating and ventilation. (The first two articles were published in *The Chartered Surveyor* for April and November, 1960, at pages 547 and 255 respectively.) This was an experiment : the result of considerable research. There is no time to implement such research in the office. This must be done as a hobby and is practicable then only if one's conclusions can be tried out to full scale. The experiment worked remarkably well and has provided the author with a knowledge which has enabled him to draw certain conclusions, to acquire some prejudices, and to prove or disprove some theory by practice.

Since the last article was published the costs of the first complete year's running have been ascertained and they differ little from the estimates. The consumption on heating for the twelve months was 17,716 units, 975 units cost 1*d.* each, and the remainder were charged at 0.8*d.* Thus the cost of the electric heating as necessary for the whole house for a year was £59 17*s.* 4*d.* The solid fuel cost for the cooker for the 32 weeks heating period, which provided hot water in plenty throughout every 24 hours, heated the bathroom by radiator, and the linen cupboard with a 35-gallon indirect cylinder through the lagging, in addition to doing all the cooking, was not more than £32. This cannot be exact for the very good reason that the fuel is not accurately weighed and is bought 2 tons at a time. The fuel was anthracite.

Just a note about the prejudices against certain heating systems, because they seem to be worth considering away from the heavy sales talk and glossy literature which one must explore to advise a client.

First—air heating. Air is the most unrestrainable and uncontrollable medium. It sneaks in or out through the least expected places and we talk in terms of one and a half to three changes per hour. Even if we can control the air changes sufficiently to get a change of one-and-a-half to two changes per hour the high rate is 33⅓ per cent greater than the low. If we are going to heat this air in transit to provide the space heat for the house surely we cannot control the cost accurately without very complicated thermo controls all over the place and most particularly at the apparatus. A high proportion of radiant heat and the air controlled according to the needs of the occupiers is preferable.

Secondly—floor heating. For multi-storey flats it is probably admirable but it seems ridiculous to heat a house from outside, which is what built-in floor heat does in fact. The face of the wall plaster and the permanent surface of the ground floors should be considered as inside faces of an insulated box. If the heat source is outside these surfaces then the size of the box to be heated is that much greater. If the heating wires are only 2 inches below the ground floor surface then that is 2 inches more on the height of the

box. There are 2 inches less of insulating material too and, therefore, that amount of insulation should be added below the heat source. What is more, concrete and hardcore and natural ground as insulators are suspect to the author. A short time ago he saw a shaft being sunk in wet ground and the water was controlled by freezing the ground. The water in the ground was frozen solid, to a distance of 36 feet away from the tubes carrying the freezing agent. Again, a few years ago, a seam of coal was found 3 feet or so below a basement floor on which stood a large industrial boiler. It was discovered because the coal caught fire, burned quietly for heaven knows how long and let the boiler down long after the floor had become suspiciously hot. It does seem advisable to put a known degree of insulation below the heating unit, in the form of some construction for which the reasonably exact insulation factor has been established. Why, then, put the heating unit outside the required scope of the heat unless there is really some big saving by using the floor concrete as a heat reservoir.

Thirdly—the off-peak electrically heated reservoir. This can be a snare and a delusion if the reservoir is in the inhabited room. The saving by using the off-peak tariff is very slight at present and a time-controlled meter is required, putting an extra fixed charge on to the account. The point though is this : in practice, in spite of what the theorists say, there is waste of stored heat when there is a natural source providing almost the desired temperature.

There is an idea that the concrete sub-floor can be used as a heat store, heated at off-peak times, and the stored heat will be dispersed during non-user periods. The heat will be dispersed in some measure in any case whether the sun is blazing into part of the room or not and the room temperature will be so high that the windows will be opened to get rid of some heat. In a short time all the slight saving has gone and probably not without discomfort and not without someone getting into trouble for forgetting to close a window.

The theorist will argue that when there is an air temperature of 70°F and a reservoir surface temperature the same, the reservoir will not be called upon to give out any heat. There is an answer to this which we will not go into, but the fact remains that with the radiant heat of the sun on parts of the room making one comfortably warm in the sun's rays, the reservoir or heat storage contraption is still throwing out heat in another part of the room and having the overall effect of encouraging one to open a window, so to dispel more heat from the reservoir.

Fourthly—oil. Perhaps that ought to be left for time to tell its own tale. The author would be accused of being old-fashioned, for his experience of oil burning goes back to the days when the Royal Navy was changing over, and recollections of the effects, personal and otherwise, of choked and dirty oil jets may prejudice him. He still prefers a hod of anthracite about a house, and better still a few units of electricity flowing through the wires.

Heating Costs

The cost of pulling down two chimney-breasts from chimney-pots to below the ground floor, including making good the boarded and joisted ground floor, the first floor, the ceiling over and the roof and slating was £102. The headers were cropped where they were bonded into the main walls, but left projecting in the roof. The wall plaster was not made good because the breasts were on outer walls and these were to be insulated.

Since the boarded ground floors were to be covered with a further 1-inch nominal thickness of secret nailed hard-wood boards, the joists and underside of the boarding were rot-proofed to the greatest extent possible without lifting the boards, and under-floor ventilation was checked, and augmented where it seemed there were dead spots.

The insulation of external walls cost £96. ¾ inch thick plaster board, aluminium faced one side, was fixed on rot-proofed ¾ inch thick softwood fillets at 2 feet centres each way fixed with screws to plugs through the plaster into the bricks behind. Extra thick fillets were fixed where the chimney-breasts had been removed and where there was thus no plaster. Skirtings were removed, re-fitted and re-fixed. A large quadrant fillet was fixed around window openings. Where there were window boards the nosings were cleaned off and the boards extended. Architraves were removed and a wrot fillet fixed behind.

Incidentally, the plaster board joints were not covered with skrim or otherwise separately masked but the decorator papered the board with a good quality lining paper before the face paper was fixed or distemper applied.

NOISE AND HOUSEHOLD APPLIANCES

Another subject which seems to be worthy of comment, is noise. Moving machinery, electric motors generally, and injected fuels are becoming more and more a part of household equipment. It is worthy of consideration that the middle night hours can be very still and quiet and this multiplicity of automatically intermittent and moving machinery can readily become a nuisance. Even an electric clock quite far away can make a disturbing noise—and often does—in the quiet of the night. Every effort should be made to see that machinery is as far away as possible from bedrooms, and is not rigidly connected to or touching a sound amplifying construction like a pipe system or blockboard or glass. Various soft jointing materials are available for pump to pipe joints, etc. Sound-absorbing fireproof beds can be built independent of floor concrete. Felt or materials having similar properties are available on which to stand motorised equipment. These sounds are not even noticed in the daytime but a very ordinary house now has five or more electric motors working, some constantly and some intermittently, and after a little time they have a bad habit of developing a hum or a noise when switching on or off. In course of time we may become as oblivious to these sounds as we have become of clocks ticking and chiming but these we have grown up with from childhood. It may well be that the next generation will find the noise of electric motors just as homely but the present generation may well find it irksome, the more so the older they get.

BATHS AND PANELLING

Baths have—or can have—adjustable feet and far too often these are used purely for the convenience of positioning the trap outlet joints, and not to get a low position of the bath edge where older and more portly clients are concerned. Recently I saw the baths in some old people's dwellings fixed with their adjustable feet at full stretch for the convenience of the plumber, thus leaving the elderly residents to climb over a high bath side for many years to come.

The bath we selected was 5 feet 6 inches long but the front panel had to be 6 feet—a standard length but not in stock. It was a standard fabricated affair of construction which the author could not see at the time of ordering—he was satisfied it pleased the eye of the future users, was quite rigid and had a serviceable finish. After inordinate delays the panel arrived—the bath had been in use for six weeks or more.

It was very soundly crated and when this was removed, the crate was made of the same material as the panel but twice as much of it—not so well enamelled of course. There were two hardboard sides to the crate but only one thickness to the panel and the framing contained probably more than twice as much timber. Moral, do stop to think whether or not the general contractor could produce the desired effect in many fittings where small quantities only are required. All the same materials are available to the builder and such things as cupboards, under sink units, bath panels, and the like should very often be no dearer by being made locally and certainly are made with more interest in the result and greater sense of responsibility when made by the builder rather than when bought from stockist or factory.

The author experimented by designing the framing for bedroom and cylinder cupboards entirely in 2 inch by 1 inch wrot softwood instead of using a variety of timber sizes and labours. It worked well. For example, two 2 inch by 1 inch at the back and a 2 inch by 1 inch at the front made a twice-rebated post to carry two doors. Many of the framing joints became simple halvings and notchings, and the additional screwing up involved (from inside) seemed far less costly than selecting and machining and jointing a variety of sizes and shapes. The unusual sight of a 1¾ inch thick stock light-weight door standing approximately ½ inch proud of its frame seems to have no disadvantages in either looks or use—quite the reverse in fact.

* * *

When labour was cheap, buildings were constructed with a hope that they would continue to have a useful existence for a century or more, and as the cost of building work has risen year by year so have we gradually reduced the expectation of life required from the construction and materials incorporated. Did we in our early days and our forefathers before us have an entirely wrong outlook on the effect of expending money on building? Bricks and mortar were a sound investment for a long period of years after the building was erected. A sinking fund was created by the wise and before the half of the useful life of the building was over the building was a capital asset and a source of income directly or indirectly for the owner—unless it got mixed up in a take-over bid and the owner was on the wrong side of the bargain. It is difficult to estimate the life of many modern buildings, part reinforced concrete and part motor car panels, but is it not reasonable to wonder whether there will be any real asset in them at the end of 25 years, that is the time when many buildings will really become the property of the owner. Looked at over the whole country and bearing in mind the vast sums paid into building societies, plus the new buildings bought for cash or by other means, how much of that high first cost is lost for ever every year compared with the old days, because of the reduced life of the buildings for which the money is paid. Each year we pull down carcasses which have another century and more of life and somewhere else—or even on the same site, a building is erected with curtain walling hung on to doubtfully rust-proofed steel or aluminium which one expert says will not corrode, and for which a research organisation produces a vitally necessary corrosion proof process.

It is really easy to make ourselves and then other people believe what at that moment we want to believe. Money became scarce and labour became expensive and thus the fashion grew to belittle ornament and craftsmanship and extol "functional" architecture. We cannot readily go back on that now since we let the craftsmen die out, so we spend extortionate sums on pretty coloured new materials which the ever watchful opportunist has persuaded us is the vogue of to-day. What is the real cost of these new gadgets by comparison with more permanent materials for which craftsmen could surely be trained to use again, but with time-saving machinery this time.

This is not a hymn of hate, but a very far reaching thought which should receive some consideration from every surveyor connected with buildings. Progress is a strange thing, it makes impossible the practical accomplishment of what our forefathers did as a purely routine job.

Quantity Surveyors Committee

Extracts from the Minutes for 15th March, 1961

Triennial Conference of Quantity Surveyors, 30th May, 1961

A Press Conference is to be held on Wednesday, 31st May, 1961, the day after the Triennial Conference.

Cost Information Service : Questionnaire

The response to a pilot survey has been reasonably satisfactory, and useful views have been submitted by a considerable number of firms.

Fees : Revision of Scale No. 36—Scale of Professional Charges for Quantity Surveying Services

The Revised Scale No. 36 was submitted to the Council on 10th April, 1961, with a view to its early publication and operation from 1st July, 1961.

Draft Pamphlet : Practical Training of the Chartered Quantity Surveyor

The Committee decided that the draft pamphlet which had been discussed at the quantity surveyors sectional meeting at the Annual Conference at Bangor on 1st September, 1960, and at the One-Day Conference on "Education for the Quantity Surveyor" on 2nd December, 1960, should be held in abeyance until the revised pattern of the examination structure and syllabus for the quantity surveying section had been decided.

Annual Conference

A working party is to be appointed to plan the arrangements for the quantity surveyors sectional meeting at the Annual Conference at Leicester on Thursday, 6th July, 1961, on "The Modernisation of Techniques in Quantity Surveyors' Offices : New Approaches to the Production of Bills of Quantities and Final Accounts." The theme of the Conference is "The Art of the Surveyor in Practice."

Publication of Careers Booklet

It was decided to form a Working Party to deal with the completion and publication of a careers booklet on quantity surveying.

B.S.I. Technical Committee B/98

Mr. H. G. Nicholson and Mr. J. Osborne Neal have been nominated as the Institution's representatives on the B.S.I. Technical Committee B/98 : Building Site Measuring Instruments.

Northern Ireland Branch : Quantity Surveyors Section : Mr. D. J. O. Ferry

The Committee noted with regret the resignation from the Institution of Mr. D. J. O. Ferry, who had been Honorary Secretary of the Quantity Surveyors Section of the Northern Ireland Branch since 1957.

Formation of Quantity Surveyors Sections of the Branches

The Chairman and the Under-Secretary attended meetings of quantity surveyor members in Norwich (26th January, 1961) and Maidstone (1st March, 1961). Both meetings were well attended and as a result recommendations were to be made to the Cambridgeshire, Huntingdonshire and Norfolk and Suffolk Branch and the Kent Branch respectively for the formal establishment of quantity surveyors sections.

For the Cambridgeshire Branch, Mr. J. V. R. Cully (F) of Norwich was acting as Honorary Secretary, and for Kent a temporary Committee had been elected with Mr. P. H. Toy (F) as Chairman and Mr. Peter Johnson (F) of Dover as Honorary Secretary.

At a meeting of quantity surveyors of the London (North West) Branch, held on 1st March, 1961, it was decided to recommend the formation of a section. A steering Committee has been appointed.

N.J.C.C. of Architects, Quantity Surveyors and Builders

The Committee noted that at their meeting on 26th January, 1961, the N.J.C.C. discussed the economic situation of the building industry in the light of the present general air of optimism in the industry. It appeared from preliminary reports that the load of work on the industry would continue at a high level in 1961 and might be even greater in 1962.

Mr. Cyril Sweett has been elected a Vice-Chairman of the N.J.C.C. Representatives to the N.J.C.C. have also been nominated for the approval of the Council on 10th April, 1961. Those proposed were Messrs. Arthur Burnand, J. A. Burrell, William James, J. G. Osborne, E. P. Stewart CBE and Cyril Sweett.

J.O.Q.S. Residential Course

All the places on the course held at Trent Park Training College from 7th–9th April, 1961, were taken.

" Better Offices " published by the Institute of Directors

Mr. Cyril Sweett contributed an article entitled " A New Building: What Will it Cost ?" to the Institute's publication " Better Offices." (Price 12s.) The Institute's address is : 10, Belgrave Square, S.W.1.

R.I.B.A. Form of Contract : Designation of "Architect"

The Council have had under consideration a suggestion that a person who is not a registered architect should not describe himself as " the architect " in using the Standard R.I.B.A. Form of Contract for building work. The view has occasionally been put forward that a surveyor, who is not a registered architect, would technically contravene the terms of the Architects Registration Act by holding himself out to be an architect if he so described himself in the Form. The Council are advised that this is by no means certain, but in order to put the matter out of doubt members who use the Form but are not registered architects are advised to make the following amendments to the document :—

(*a*) Amend Clause 3 (of the articles of agreement) to read :—

> " 3. Any reference in this contract to the term ' the architect ' shall be read as a reference to the term ' the building surveyor'. The term 'the building surveyor' shall mean ... . of..... or in the event of his death or ceasing to be the building surveyor for the purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be building surveyor under this contract shall been titled to disregard or overrule any decision or approval or direction given or expressed by the building surveyor for the time being".

(*b*) Delete from Clause 4 (of the articles of agreement), line 1, the words " in the said conditions ".

(*c*) Make the following consequential amendments :—

(i) Page 1, line 22, delete " his architect ".

(ii) Clause 4 (of the articles of agreement) line 6, delete " architect " and substitute " building surveyor".

(iii) Clause 26 (of the conditions), line 14, delete " Royal Institute of British Architects", and substitute " Royal Institution of Chartered Surveyors ".

The above note was first published in the Journal, June, 1950.

Firm Price Tendering

The National Joint Consultative Committee of Architects, Quantity Surveyors and Builders considers it desirable to restate the obligations of all those concerned with firm price tendering. The conditions to be observed in firm price tendering have been endorsed by the Ministry of Works.

When a firm price tender is submitted prompt consideration should be given to it, and a decision communicated to the tenderers as soon as possible within a maximum period of two months. Facilities should immediately be given to the successful tenderer to enable him to put the work in hand. It must be recognised that the tender is calculated with reference to the prices ruling at the time of the tender and to the availability of staff, labour, materials, and plant. The builder can only gauge the market for labour and materials over a limited period so that the estimated contract period for a firm price tender should in no circumstances exceed two years.

There must be thorough planning of each project. The builder should be provided immediately by the professional advisers with sufficient information to enable him to programme the job. All drawings, details and other instructions should be made available to the builder as required for him to start and maintain the orderly progress of the works. The builder should be notified promptly of the nominations of sub-contractors and suppliers whose tenders should be on a firm price basis wherever possible. Variations should be kept to a minimum.

If full advantage is to be obtained from firm price tendering, the above conditions are of vital importance. Failure to comply with these conditions undermines the whole basis of a firm price contract.

Cost Research Panel

Indices of Building Costs by Trades: Two-Storey and Multi-Storey Housing

The Cost Research Panel's indices of building costs by trades showed a rise for two-storey and a slight fall for multi-storey housing during the last quarter of 1960. The continued rise in the price of bricks and clay products bore heavily upon the two-storey housing series, while the multi-storey housing series obtained full benefit from falls in non-ferrous metals' prices.

It must be understood that the indices measure changes in materials and labour costs only. They do not allow for the effect on profit margins of changes in the volume of work nor for the risk element in firm price tenders. Information has now been gathered on the movement in tender prices for municipal housing projects. During 1959 and 1960, tender figures moved above the cost indices so that by the end of 1960, they stood just over 10 per cent higher than the index. This difference can be accounted for by the inclusion of estimated future price increases in firm price tenders and by the weakening of competitive conditions. The amounts added for fluctuation risks can be worked out from known labour increases in 1961 and from trends in materials' prices. Allowing for the phasing of work on an 18-month contract, the addition for fluctuation risks in firm price tenders would be 4.5 to 6.5 per cent in January, 5.0 to 7.0 per cent in April, and 6.0 to 8.0 per cent in June, 1961.

TWO-STOREY HOUSING (1954=100)

Year	Quarter	Substructure	Concretor	Bricklayer	Pavior & Roofer	Carpenter & Joiner	Steel & Ironworker	Plasterer	Plumbing and Heating	Gas Fitter & Electrician	Lift Installation	Glazier & Painter	Total
1956	1	108	107	105	107	106	114	106	115	106	—	102	107·5
	2	110	109	107	108	108	115	109	114	107	—	107	109·0
	3	111	109	108	108	109	115	109	116	107	—	106	109·7
	4	111	109	107	110	109	116	108	115	107	—	107	109·6
1579	1	112	112	109	110	109	116	109	116	109	—	108	110·8
	2	112	113	109	111	110	117	109	117	109	—	108	111·0
	3	115	114	111	113	111	119	111	115	111	—	110	112·6
	4	114	114	111	113	110	121	111	116	115	—	111	111·9
1958	1	114	114	112	116	109	122	113	113	111	—	114	112·4
	2	114	114	113	116	108	122	114	113	107	—	114	112·4
	3	114	114	112	116	107	122	114	113	107	—	114	112·0
	4	114	114	112	116	106	123	113	114	108	—	114	111·7
1959	1	113	111	113	116	105	124	113	114	109	—	115	111·6
	2	113	111	113	117	106	124	113	114	108	—	115	111·5
	3	113	112	113	116	105	124	113	113	107	—	114	111·1
	4	111	110	111	114	104	123	111	113	106	—	113	110·2
1960	1	111	110	111	114	105	123	110	114	105	—	111	110·3
	2	113	110	112	115	108	123	112	116	106	—	113	112·1
	3	113	110	113	117	110	124	112	115	107	—	113	113·3
	4	113	110	115	118	111	124	112	114	108	—	113	114·0

MULTI-STOREY HOUSING (1954=100)

Year	Quarter	Substructure	Concretor	Bricklayer	Pavior & Roofer	Carpenter & Joiner	Steel & Ironworker	Plasterer	Plumbing and Heating	Gas Fitter & Electrician	Lift Installation	Glazier & Painter	Total
1956	1	105	105	105	105	106	107	105	121	110	117	105	107·9
	2	107	108	107	109	108	111	107	118	110	118	108	109·6
	3	108	109	110	108	108	114	107	116	110	118	109	110·0
	4	108	109	108	109	108	114	107	115	110	120	108	109·9
1957	1	110	109	109	109	109	121	108	115	111	119	110	110·6
	2	110	111	110	111	110	122	109	115	113	120	111	111·2
	3	111	113	110	111	110	126	110	113	115	122	111	112·9
	4	113	115	110	111	110	127	110	110	113	122	113	114·2
1958	1	116	116	112	112	109	124	114	112	109	121	117	114·4
	2	117	116	112	113	108	124	114	111	103	120	117	114·2
	3	116	116	111	112	107	124	114	112	104	121	117	114·1
	4	116	115	112	111	105	124	114	113	104	122	116	113·9
1959	1	116	115	112	111	105	124	114	115	105	122	117	114·2
	2	116	115	112	111	105	124	114	114	105	122	118	113·4
	3	113	115	112	111	104	123	113	113	103	122	118	112·2
	4	113	113	111	110	104	123	111	113	101	122	116	111·1
1960	1	113	112	111	109	105	122	110	115	99	123	115	111·0
	2	114	113	112	110	107	122	112	116	100	124	117	112·1
	3	114	113	113	112	109	122	112	116	101	124	117	113·0
	4	114	113	115	111	109	121	112	114	102	124	117	112·8

Building Publications

British Standards Specifications

Addendum No. 1 (1961) to B.S. 449 : 1959. THE USE OF COLD FORMED STEEL SECTIONS IN BUILDING. (B.S.I., 7*s.* 6*d.*)

B.S. 1579 : 1960 : SPECIFICATION FOR CONNECTORS FOR TIMBER. (B.S.I., 6*s.*)

B.S. 1181 : 1961 : SPECIFICATION FOR CLAY FLUE LININGS AND CHIMNEY POTS. (British Standards Institution, price 5*s.*)

Miscellaneous

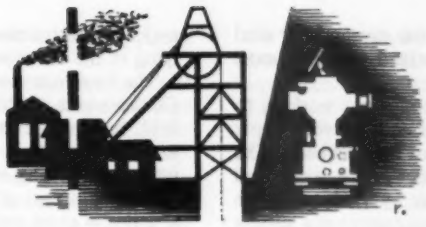
AN INTRODUCTION TO LIGHTWEIGHT CONCRETE. The Cement and Concrete Association, 52, Grosvenor Gardens, S.W.1.

STANDARD BEAM SECTIONS FOR PRESTRESSED CONCRETE BRIDGES. Published for the Prestressed Concrete Development Group by the Cement and Concrete Association.

Road Research Laboratory. AN ANALYSIS OF THE COST OF ROAD IMPROVEMENT SCHEMES. Technical Paper No. 50. (H.M.S.O. Price 1*s.* 9*d.*)

THE USE OF COMPUTERS FOR WORKING UP

The chairman of Working Party on the use of computers for working up is Mr. C. A. Wales and not Mr. C. A. Whales as published in the April isssue.



LAND SURVEYING AND MINING SURVEYING

Recent Developments in the Mining Industry in Scotland

By Professor R. McADAM, BSC, PHD, MIMinE, FRSE

The following paper was presented at a general meeting of mining surveyors held in Edinburgh in March.

THE first dictionary I looked at defined the word "recent" as " belonging to the present geological age." However, from the same source I also learned that the word " recent," in general use, is usually meant to indicate " modern." Accordingly I propose to confine my remarks, in the main, to the period between the last years of free enterprise in the coal industry and the present day.

In 1946 coal supplied 92 per cent of the primary energy requirements of Great Britain and oil contributed 7 per cent. During succeeding years the demand for power kept increasing and increasing until the home demand for coal reached such a level that there was an acute shortage throughout the country. With rising power demands, and the additional supplies of coal not being available, the pattern of our primary energy supply began to alter and by last year the allocation between coal and oil had changed to 76 per cent and 23 per cent respectively. However, motor and air transport and oil-refinery fuel account for almost half of the inland demand for oil, and if this 25 million tons is removed from the calculation, then the energy distribution of the remaining 221 million tons of " coal equivalent " energy used in Great Britain is 85 per cent from coal and 14 per cent from oil.

During the years 1956–9 there was a somewhat unexpected world surplus of coal and oil, and we had the unusual experience in Britain of bringing 36 million tons of coal to the surface and stocking it at collieries and opencast sites. Fortunately, 1960 saw the demand exceeding the supply, the stocks being reduced and the position beginning to return to normal. There may be fluctuations in supply and demand in the future but the general trend in energy requirements is bound to rise and there can be no doubt that our principal indigenous source of energy will be required for very many years to come.

Oil is undoubtedly a serious competitor with coal and much of the additional power requirements may be supplied by oil in the future, but a country like Great Britain cannot rely too much on imported oil. Seventy-five per cent of the world's known reserves of oil lie in the Middle East and should some international disturbance stop supplies of oil from that area for even a few months the results would be disastrous. Several countries, including the U.S.A., have already taken steps to prohibit too great an import of foreign oil, for strategic as well as for economic reasons, and it seems reasonable to assume that our own Government will be equally prudent and ensure that the major part of our energy is produced from our indigenous fuel resources.

The current consumption of coal in Scotland is approximately as follows :—

Market	*Million tons per year*
General industry	3·8
House coal	3·5
Electricity generation	3·3
Gas works	2·0
Non-industrial heating	1·5
Railways	1·4
Collieries and miners' coal	1·0
Coke ovens	1·0
Miscellaneous	0·5
	18

Considering the vagaries of the past four years it would be rather rash to attempt a detailed forecast of the future demands of each of the main categories of coal consumers. Nevertheless there are several encouraging factors which will affect the overall position of Scottish coal consumption in the near future and the principal factor will undoubtedly be the very large increase in the demand for coal for electricity generating stations. The Kincardine power station is already in operation and additional coal supplies from the Bogside and Dollar mines in Alloa will be required to fulfil the estimated future demand of two million tons annually. The South of Scotland Electricity Board intends to build another and bigger coal-fired generating station near Prestonpans, and a large part of the outputs of the new Bilston Glen and Monktonhall collieries in the Lothians will be required to meet the demands of that station. There is also a proposal to build a third large generating station at a site in the Fife coalfield. With these important developments in view it

appears to be reasonably certain that the demand for coal for the generation of electricity in Scotland will be almost doubled within the next 10 years.

In Fife there is a new and extensive opencast working to win an estimated 25 million tons of coal and this will supply the Scottish Gas Board's first Lurgi plant at Westfield. The plant went into production last December and it is planned to produce 30 million cubic feet per day by 1962, when the annual consumption of coal will be almost quarter of a million tons. The Lurgi complete gasification process eliminates the production of gas coke, which has not been easily marketed, and low-grade fuel can be used for gasification. It would appear, therefore, that a more extensive adoption of the Lurgi process would be a more realistic development than the building of fleets of special tankers to import methane. The Westfield plant is expected to produce almost half of the Scottish gas output in a few years time but the reduced demand for deep-mined gas-coals, and any reduction in coal for railways, will be more than offset by the additional supplies required for the generation of electricity.

In brief, I am quite optimistic about the future prospects for the coal industry in Scotland.

When the National Coal Board assumed responsibility for the coal industry on the 1st January, 1947, it inherited almost 150 separate coal-producing concerns in Scotland. Some were comparatively large concerns, such as the Fife Coal Company and Bairds and Dalmellington Limited, with annual outputs of over 2½ million tons each. At the other end of the scale there were about 40 small mine owners with outputs of less than 10,000 tons per year. A study of pre-vesting date statistics shows that it only required 22 companies to produce 85 per cent of the Scottish output and the following seven companies alone actually produced 52 per cent of the total output : Fife, Bairds and Dalmellington, Coltness, Wemyss, Bairds and Scottish Steel, Shotts and the Lothian Coal Company, Limited. The Scottish Divisional Board had therefore to integrate some 22 units with annual outputs ranging from 2½ to ¼ million tons with a further 130 concerns which produced only 15 per cent of the output.

Many of the Scottish mines had been kept working because of the demand for coal, almost irrespective of cost, and the fuel scarcity was so acute that the majority were kept open by the National Coal Board for many years although it was realised that financial losses would be incurred. It was also well known at vesting date that the economic reserves of the Lanarkshire coalfield were practically exhausted and that new mines would have to be opened up in the Lothians, Fife and Ayrshire in order to maintain the Scottish output. Indeed, a very large proportion of the Lanarkshire mines were actually valued on a break-up basis for compensation purposes.

When the Scottish output was in the region of 40 to 42¼ million tons in the years preceding World War I, the output from the Lanarkshire coalfield alone was in the range of 20 to 23½ million tons per year. At that time at least 80 per cent of the output came from coal seams in the productive coal measures situated above the millstone grit. Fortunately for the Scottish mining industry, there are extensive reserves of workable coals in the limestone coal group lying below the millstone grit, particularly in the East of Scotland. Thus, as the thick, clean and relatively undisturbed seams of the true coal measures were worked out, the most attractive seams in the carboniferous limestone series were opened up, and the position to-day is that only 40 per cent of the output is won from the productive coal measures. Furthermore, this figure will continue to decrease in the future because the majority of the new sinkings and major reconstruction schemes are located to exploit seams lying in the limestone series.

The limestone coal group is well developed in the Fife and Clackmannan coalfields and in the Mid- and East Lothian field, but the Lanarkshire basin has no such reserves in the lower carboniferous series, and, with a long history of intensive working in the productive coal measures, the life of the main part of the central coalfield of Scotland is now practically at an end. The closing of the Lanarkshire mines has brought important changes to the mining industry of Scotland, not only geographically and sociologically but also geologically. In general, the seams in the limestone series are interrrupted by faulting to a much greater extent than those in the upper coal measures and the average life of a working section in Scotland is now reduced to about six months. This entails a large amount of opening-out and preparatory work by the mining engineer and, of course, increases the amount of surveying work required. The lower seams are also more banded, dirtier and more varied in quality, factors which present more problems for the coal preparation engineers.

Just before the nationalisation of the coal industry there were 245 collieries in Scotland using coal-cutting machinery and, of these, 137 were situated in the central coalfield alone. To-day, the Divisional Board is operating 133 collieries. The amount of saleable coal produced is approximately the same, but the reduction in the number of operating units is a factor which would have had serious repercussions on the work of the mine surveyor and caused alarming redundancy had there not been new work to undertake.

The National Coal Board must have inherited the biggest and most heterogeneous collection of maps and plans ever to be brought under one control. Not only were they of different sizes, shapes, materials of construction, state of preservation and legibility, but they were also of different scales, oriented to geographic north, grid north and magnetic meridians of varying dates, while elevations were referred to both the Liverpool and the Newlyn datums and a host of arbitrary datum levels. The construction of new standard plans oriented to the Ordnance Survey Grid, and properly correlated, was an immense task in itself. In addition to the many statutory plans which had to be made there was also the preparation of new 6-inch reference plans showing worked-out areas in all seams and the positions of the reserves still available. More recently, the town and country planning authorities, with their almost insatiable appetite for plans, put another new burden on the staffs of the surveying departments.

An American engineer has described man as the only general purpose computer that can be mass-produced cheaply by unskilled labour. Since a mine surveyor is a highly specialised computer, with an extensive training in the science of making accurate measurements, it is only natural that many of the best surveyors were selected to form the nucleus of the planning departments set up by the National Coal Board. These departments have been kept extremely busy in the Scottish Division preparing schemes and plans for the future outputs from the Lothians, Fife, Alloa and Ayrshire.

In the Lothians there are two new collieries : Bilston Glen which will start producing coal this spring, and Monktonhall where shaft-sinking is now completed. Both of these are expected to produce 3,000 to 4,000 tons per day in the course of the next three or four years.

In Fife, Rothes colliery is at the production stage while Seafield colliery has drivages under the Firth of Forth at the 170 and 300 fathom levels. These have already cut the

limestone series and are being continued to win the upper coal measures also.

In Ayrshire the new Killoch colliery started production at the beginning of this year, and the planned output of over one million tons per year is expected to be attained within the next five years.

In the Alloa area, where the new units are on a less ambitious scale, the developments at Glenochil and Bogside mines and the reconstruction of Dollar mine are all at the stages which should allow production to begin this year.

In all areas, including those on the outskirts of the central coalfield, there have been important reconstruction and reorganisation schemes at many mines, but, as all major developments are coming to fruition, the work of the planning departments is being reduced and some of the personnel may have to look elsewhere for interesting employment.

As in other divisions, there have been continual changes in the methods of winning coal and 33 per cent of the Scottish output was won by power-loading systems last year. The percentage varies from one area to another with East Fife heading the list with 80 per cent of the current output being power-loaded. However, the most popular types of power-loaders produce large quantities of small coal with the consequence that the industry is unable to supply the demand for large coal and yet it has almost 30 million tons of smalls lying in stockpiles. I sometimes wonder if mechanisation is being adopted too quickly when the position arises that a large output of smalls is of less value to a colliery than a smaller output of large coal.

Last year the method study teams in the Scottish division concentrated on the problem of reducing the amount of degradation of coal between the face and the wagon with the result that the previous decline in the percentage of large coal produced was halted, even although the percentage of the output that was power-loaded increased from 23 in 1959 to 33 in 1960. In the Lothians, for example, the output of power-loaded coal rose from 35 to 40 per cent during the year but the amount of large coal was maintained at the comparatively high value of 34 per cent.

As the new, large, mechanised collieries build up their outputs it seems likely that the Scottish Divisional Board will close down another 20 or 30 of its smaller mines. Recently, the three N.C.B. areas in Fife and Alloa were regrouped and put into two administrative areas and I shall not be surprised if there are further amalgamations of areas and groups during the next few years. What, then, is going to happen to the surveyors released from the planning and surveying departments ? I venture to suggest that there is scope for more use of method study in mines, and that surveyors with a knowledge of planning and progress control already have a good background on which to build up this type of study. However, before enlarging on this idea, or making other suggestions, I would like to make a few remarks about the training and education of mining surveyors and the work of the professional institutions.

Before nationalisation it was quite common to meet surveying apprentices who were not allowed to use a theodolite at their work until they had obtained their Surveyors Certificate. Since the unfortunate apprentice could not get his Surveyors Certificate until he could use a theodolite, practical surveying classes were very well supported at many technical colleges. I am not familiar with the most recent theory as to whether the egg came before the hen, or *vice-versa*, but I do know that mine surveying apprentices are now allowed to handle theodolites before sitting their Mining Qualifications Board examinations. Indeed, the success of the whole surveying apprenticeship scheme introduced by the National Coal Board can be judged from the fact that the operation of this scheme is almost the only matter on which I have not received students' complaints in recent years.

Important changes have also been taking place in the examination system and, if there are no last-minute alterations, this year will see the last of the M.Q.B. full examinations.

Instead of sitting two papers on surveying in the future, mine surveying apprentices will have to attend and pass National Certificate courses. These were introduced almost ten years ago and the development of the mine surveying scheme throughout Great Britain is indicated in the following table :

HIGHER NATIONAL CERTIFICATE IN MINING SURVEYING

Year	1954	1955	1956	1957	1958	1959	1960
Number of candidates ...	26	71	116	149	197	219	242
Number successful ...	18	48	79	105	145	147	156
Percentage passing ...	69	68	68	71	74	67	65

Surveying has always attracted the studious type of boy entering the mining industry, and this is emphasised by the fact that 242 candidates sat the examinations for the Higher National Certificate in mining surveying last year compared with 329 candidates for the Higher National Certificate in mining where, in addition to the various grades of production officials, there are opportunities in the specialist branches such as safety, ventilation, roof support, mechanisation and explosives.

Most of the boys entering a National Certificate course in mining surveying hold school qualifications which give exemption from attendance at the first, or SI, year of the present five-year scheme. During the four years that the average apprentice attends classes in Scotland the instruction he receives is as follows :—

Subject	*Total Hours*
Mining science	88
Mining technology	148
Geology	208
Mathematics	236
Surveying	504

The final examination now consists of two papers on surveying, one on geology and one on principles of mining. The examination is certainly more comprehensive than that of the Mining Qualifications Board, but the course syllabus is still very narrow and specialised and there is no correlation with the syllabus for the professional examinations of the Institution. As practising surveyors, I ask you if it is really necessary for all young mine surveyors in this country to be able to make astronomical observations for latitude, longitude and azimuth. Must they be taught details about complex triangulation systems, satellite stations, and two-point and three-point problems during the first few years of their career ? Would it not be better to develop their intelligence and curiosity by giving them a broader background of knowledge ?

For the past few years I have been rather perturbed at the large number of surveying apprentices who are wallowing about in a sea of surveying technicalities with no clearly defined ideas about their future objectives. The most common excuse made for their apathy is that there are so many apprentices and unposted surveyors that it is immaterial

whether the students pass their examinations in 1961 or in 1965. Now the actual number of surveying apprentices in the Scottish Division is shown in the following table and it is obvious that the number of new entrants has been severely restricted in the past two years.

SURVEYING APPRENTICES IN THE SCOTTISH DIVISION

Year	1956	1957	1958	1959	1960
Number in training at 1st January... ...	57	119	165	181	186
Number taken on during the year	67	55	37	22	19

With regard to the number of unposted surveyors, I understand that about 50 unit surveyors have been appointed in the Scottish Division during the past two years, while even more than that number must have left the mining industry to take up other surveying posts, both at home and abroad. Accordingly, it would appear that the students' fears about too many people chasing too few jobs are not based on future prospects. Indeed it seems likely that the Scottish Division will have to start increasing its intake of surveying apprentices if there is not to be a scarcity of young surveyors in five to ten years time.

In addition to the present fear of slow promotion in surveying, the majority of the students feel that they are " nobody's bairns." The possession of a statutory certificate is essential and this is issued by the Ministry of Power. The National Certificate scheme is the method of getting the essential certificate and this scheme is organised by the education authorities and the Institution of Mining Engineers. Salary scales are important and these are negotiated by the British Association of Colliery Management. The professional institution is the Royal Institution of Chartered Surveyors but the value of membership is somewhat nebulous in the mind of the young student, and this outlook will probably persist as long as the Institution's examination system and the educational training of the mining surveyor remain out-of-step.

Your Under-Secretary has informed me that 408 mining surveyors joined the Institution when the Institute of Mining Surveyors amalgamated with the Royal Institution of Chartered Surveyors on the 31st December, 1953, and there were 539 corporate members in the mining surveying section in 1954. This figure rose to a maximum of 595 in 1957 and as the present strength is about 570 you appear to be in good health. But what is the position of your recruitment ? In 1958, 12 candidates passed the Final Examination in the mining surveying section and one candidate was successful in the Direct Membership Examination ; in 1959 there were 15 passes ; and in 1960 there were 11 passes. In the same years there were 145, 147 and 156 passes in the Higher National Certificate in mining surveying.

I propose to leave you now with a few questions to think over.

Can the National Certificate scheme of work and the Institution system not be brought into line so that passes awarded by one examining body can be accepted by the other ?

Is it not possible to equate the work undertaken for an Ordinary National Certificate with the requirements of a First Professional Examination, even if this entails quite extensive modifications of the present subject matter required for one or both of the examining bodies ?

Could the requirements and standards of a Higher National Certificate and those of the Institution's Intermediate Examination not be adjusted and regarded as equal ?

Continuing this idea further, would it not be possible to institute one-year, full-time, Higher National Diploma courses at a few selected educational centres and accept passes as exemptions from the appropriate subjects in the Final Professional Examination?

If there was a reasonable integration between the technical education of a mining surveyor and the examination system of his professional institution would the Institution not benefit, as well as the student ?

Lastly, but by no means the least in importance, would it not be advisable to widen the range of the young surveyor's education so that, if changes occur in the future, he could more easily branch into property and estates, method study, ventilation, or any subject where a knowledge of mathematics and measurements forms the basis of the work?

The International Bibliography of Photogrammetry

By A. R. ROBBINS, BSC, MA, DPhil. (PA)

The purpose of this paper, which was first published in the Photogrammetric Record and is reproduced by kind permission of the Editor, is to describe the new International Bibliography of Photogrammetry and the U.K. participation in its preparation.

The International Bibliography of Photogrammetry commenced as an idea discussed in Commission VI of the International Society of Photogrammetry (I.S.P.). In 1955 Professor Schermerhorn offered the help of the International Training Centre (I.T.C.) at Delft and Corten (1958) announced the commencement of the project.

The bibliography is actually an abstracting service. It is published in the form of a card index, with one card for the author of an article or book and one, two or three cards for the title according to subject headings (*e.g.*, the article " Demarcation of the disputed India-Pakistan boundary in Bengal " has four cards, one for the author and three for subject headings : 528.74 Geodetic applications of Photogrammetry. 341.222 Frontiers and boundaries. 54 Indo-Pakistan sub-continent). There are then two sets of cards, an alphabetical author set and a subject set which is classified according to the Universal Decimal System, each card containing an abstract of up to 200 words. As there was no logical classification system, I.T.C. had to choose and develop one ; the U.D.C. was chosen but the classification is still provisional, final international acceptance being probable in the near future. The cards are the international library size, 75 × 125 mm.

The bibliography is tri-lingual, using English, French and German, the three official languages of the I.S.P. Articles originally in either of those languages are abstracted in their

own language, and the more important ones in French and German are abstracted also in English ; articles appearing in other languages are abstracted in English. The bibliography commences as from 1st January, 1958, but it is hoped to cover most important articles and books published before that date. Five hundred titles (approximately 1,500 cards) were published in 1958–9 while the project was finding its feet ; 500 titles are being published in 1960 and over 500 titles a year are anticipated in the future. The content of the bibliography is photogrammetry as implicitly defined by the organisation of the I.S.P. and its seven Commissions—*i.e.*, it includes flying for photogrammetric purposes, non-topographic photogrammetry and photo-interpretation.

The organisation of the bibliography is by means of voluntary unpaid international co-operation. The photogrammetric society of each country undertakes to abstract books and articles from all periodicals which are published in that country, and to forward them to I.T.C. where they are edited, classified and, if necessary, translated. The subscription rate is 9.00 dollars (approximately 3 guineas) per 500 titles (approximately 1,500 cards), which merely pays for the cost of printing and mailing ; those who wish to subscribe should write direct to I.T.C., 3, Kanaalweg, Delft, The Netherlands.

The writer, as national reporter for Commission VI of the I.S.P., was asked to organise the U.K. contribution to this Bibliography. The Council of the Photogrammetric Society formed a small sub-committee to work out details and, after some discussion, a scheme was agreed. All the obvious journals, also some which are not so obvious, and patents are allocated to and screened by one of : Ordnance Survey, Directorate of Military Survey, Directorate of Overseas Surveys, Royal Photographic Society, Fairey Air Surveys, Hilger and Watts, Hunting Surveys, Williamson Manufacturing Company. These organisations give their work voluntarily and freely. The writer acts as a central clearing agency in addition to screening many volumes of abstracts of allied subjects such as geology, geography, archaeology, etc. In this way it is hoped to pick up all articles on photogrammetry that are published in U.K., although it is probably inevitable that an occasional one or two, in a journal which has no connection with photogrammetry, will slip through the net.

The bibliography then is a world-wide abstracting service undertaken by photogrammetrists for photogrammetrists, and a copy of it should be held in every library which has an interest in photogrammetry. As a return for its co-operation, the Photogrammetric Society receives three free sets of the bibliography from I.T.C. These are being located in London (in the library of the Royal Institution of Chartered Surveyors), Edinburgh (in the library of the Geography Department of the University) and Belfast (in the University Library), in order to provide the easiest access possible for members of the Society in the United Kingdom. When the Society has its own premises the London set may be transferred to its own library ; meanwhile members of the Society may have free access to any of the three sets mentioned above.

Once a reader has located an article of interest the next problem is to obtain it, supposing it to be in some obscure journal. Most large scientific libraries will hold a copy of the *World List of Scientific Periodicals* or of the *British Union-Catalogue of Periodicals*, which give after each entry a list of libraries in the U.K. where the periodical is held. In addition all public libraries belong to an inter-library loan scheme whereby they can borrow books or journals from each other through the National Central Library (N.C.L.), the reader sometimes paying the cost of postage. It is a simple matter therefore to obtain a copy of a journal or book, supposing it to be held in at least one library in U.K. Furthermore N.C.L. will, if necessary, go to the extent of borrowing from a foreign library through an international centre but, even if it borrows from a British library, it may take two to three weeks for a reader to get a book or periodical. These are, therefore, probably best sought in the first place in the libraries of the professional societies and institutions or of the professional map-making organisations, if the reader is permitted to do so.

For the benefit of members of the Society, each future issue of the *Record* will contain a list of articles abstracted in U.K. during the previous six months. This list will not be absolutely complete as, for instance, articles which are abstracted in Forestry Abstracts are being dealt with directly by I.T.C., but it will be nearly so. *Photogrammetry Round the World* will not of course be discontinued, so the readers of the *Record* will continue to have a first class, perhaps unique, information service.

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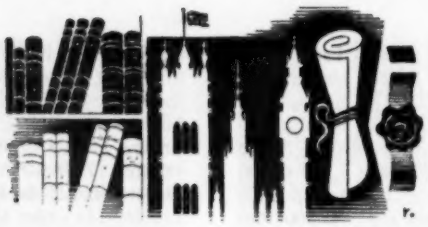

PARLIAMENTARY AND GENERAL

Legal Notes

BY H. F. BIDDER (Associate)

1. MASTER'S RESPONSIBILITY FOR NEGLIGENCE OF SERVANT

When a servant is negligent in the course of his employment, his negligence becomes the master's responsibility ; and if a claim for damages follows, the master will be liable. But if the servant, during the time of his employment, does for purposes of his own something that he was not employed to do, his negligence does not implicate his master.

The case of *Hilton* v. *Thomas Burton (Rhodes) Ltd. and anr.* ([1960] 1 All E.R. 74) illustrates the principles involved, and provides a close analysis of them by the judge.

A firm of demolition contractors was carrying out the demolition of a mill, some 30 miles from their depot. A gang of seven of their workmen went daily to the work in a van belonging to the firm. The firm allowed any man who had a licence to drive the van.

On the relevant day the party set out from the depot at 7.30 a.m. They called at a café seven miles short of the mill for refreshment. They worked at the demolition till half past twelve, and then knocked off for lunch. There were no means of refreshment provided on the site, and three of them went out to a public house for a drink, returning in about an hour to eat the lunch they had brought. They then decided that they had done enough work for the day, and later took the van in order to have tea at the café abovementioned. They were joined by S, another workman, who so far had had no refreshment. When they got near the café, they realised that they had not time for tea, as they had to go back to fetch the other men for the return journey. They started back, driven by H, the second defendant in the action. On the way the van was overturned through the negligence of the driver, and one man was killed. His widow brought this action against the firm and H for damages under the Fatal Accidents Acts, 1846–1908, and the Law (Miscellaneous Provisions) Act, 1934. Under the last-named Act, the widow claimed as administratrix of her husband's estate for loss of expectation of life.

Diplock, J. found that the accident was due to the negligence of H. The question then remained whether the firm were liable, vicariously, for H's negligence. The true test was whether he was doing something that he was employed to do. If so, however improper the manner in which he was doing it, whether negligent, fraudulent or contrary to express orders, previous decisions showed that the master was liable. If, however, the servant was not doing what he was employed to do, the master did not become liable merely because the act of the servant was done with the master's knowledge, acquiescence or permission. " To say, as is sometimes said, that vicarious liability attaches to the master where the act is an act, or falls within a class of act, which the servant is authorised to do, may be misleading. In one sense, a master may be said to authorise a servant to do an act, when he grants the servant permission to do something for the servant's own benefit, which, without such permission, would be a breach of his contract of employment : or even a tort, as when he permits him to take time off for refreshment in working hours, or permits him to use the master's property. In such cases the master is not liable, for, although he may be said in a loose sense to authorise the act, it is nevertheless not an act which the servant is employed to do. On which side of the line does the present case fall ? "

A director of the firm, called for H, had gone to " the utmost limit which his innate sense of truthfulness would allow," to establish that the firm (or rather their insurers) were liable. He (*Diplock, J.*) doubted whether he would have gone quite so far but for the tragic consequences, and his desire to ensure that the widow would obtain compensation for her husband's death. But even assuming in her favour that the firm would have had no objection to anything these workmen had done, he doubted whether that was sufficient to enable her to recover against the firm.

It was argued for the plaintiff that S, who was employed to go to a site 30 miles from the depot, and to do heavy work at a place where no facilities for refreshment were provided on the premises, was being driven by H in order that S might get reasonable refreshment to enable him to work. Counsel relied on a passage in the judgment of *McNair, J.* in *Harvey* v. *R. G. O'Dell Ltd.* ([1958] 2 Q.B. 78) to the effect that, where an employee was injured by the negligent driving of a fellow employee when being taken to obtain refreshment during working hours, the accident happened in the course of the employment which the employee was employed to do, and accordingly the master was vicariously liable. *McNair, J.* was speaking *obiter*, and was not attempting to lay down a general rule. There might be circumstances in which a master was vicariously liable for injury to an employee, or to anyone else, where his vehicle was being driven for the purpose of obtaining refreshment for his servants when out on work. He might, indeed expressly instruct one of them to drive the others for that purpose.

" Looking at the realities of the situation, it seems to me clear beyond peradventure that what happened was this.

The four men, having taken the view that they had done enough work to pass muster, were filling in the rest of the time until their hours of work came to an end. After sitting and chatting on the job for some time, they decided to go to the café to fill in the time until they could go to the depot to draw their pay. This seems to me to be a plain case of what, in the old cases, was sometimes called going out on a frolic of their own. It had most tragic consequences, but it does not seem to me that it is possible to hold . . . that on the course of that journey H was doing anything that he was employed to do. It may be that he was using his master's vehicle with his master's permission ; but that is not enough (*Hignett* v. *R. C. Hammett Ltd.* ([1932] 49 T.L.R. 104).

" The true test is : Was he doing something that he was employed to do ? I think, on the facts of this case, that he plainly was not. It follows that I am unable to find any liability on the part of the firm. H is clearly liable."

Damages had been agreed at £5,500 plus funeral expenses. Of the total, the judge apportioned £452 for loss of expectation of life—viz., £400 plus funeral expenses.

2. RIGHT OF WAY

Where an easement for a right of way over a private road is attached to the ownership of more than one property as dominant tenements, the owner of one such tenement has a right of action against the owner of another if the latter directly interferes with the exercise of his right to use the road. But if operations of the second owner have the effect only of injuring the surface of the road without appreciably interfering with the other's rights, that other cannot claim damages. This is injury to the servient tenement, and only the owner of the servient tenement can take action.

This distinction was drawn in the case of *Weston* v. *Laurence Weaver Ltd.* ([1961] 1 All E.R. 478). It does not appear to have been the subject of any previous reported decision.

Two properties, E and W, were separated by a private road. Each had a right of way over the road. That of E was for general purposes connected with a residential property. That of W was limited to the disposing of timber, and to horticultural purposes connected with the management of the estate.

The plaintiff (the owner of E) claimed damages for nuisance caused by wrongful obstruction of the road by the defendants (the owners of W), and by excessive user. The defendants were in course of developing their estate by the erection of houses upon it, and had dumped heaps of building material on the verge along the W land. This use of the road interfered with its use by the plaintiff. *Lawton, J.* held that there was substantial interference with the plaintiff's right of way, and awarded damages of £50.

The plaintiff also claimed for damage to the surface of the road caused by excessive traffic in connection with the defendants' building operations—a use of the road to which they were not entitled. He also claimed that they had filled in a ditch on their land along the road, and so contributed to its deterioration.

Lawton, J., after reviewing the facts and finding as above, said that, as regards the excessive user, the damage was primarily damage to the servient tenement. The rights of an owner of a dominant tenement lay primarily in preventing an unlawful interference with his right to pass and repass. " I have to ask myself whether the plaintiff has proved that such damage to the surface of the private road as I have found to have been caused by the defendant company's excessive use substantially interfered with the use of the private road by the plaintiff and his licensees ; and the evidence with regard to this seems to me really to be non-existent. . . . . In the circumstances I do not find that there was a substantial interference with the plaintiff's rights of access to and from his property, and I award no damages in respect of that. I also hold, as a matter of law that the plaintiff cannot claim in respect of physical damage done to the surface of the servient tenement."

Lawton, J., also found that the filling in of the ditch had washed away part of the gravel of the road, deposited sludge and silt upon it, and aggravated the wear and tear to the surface. He continued : " In so far as the filling in of the ditch was a factor which contributed to the deterioration of the private road, in my judgment the plaintiff is not entitled to claim. Once again it is the problem of the dominant tenement seeking to claim damages in respect of injury to the servient tenement. Counsel have been unable to refer me to any authority where any such claim has been established, and no cause of action of that kind arises."

Making up Private Streets

The Minister of Housing and Local Government (in Circular No. 11/61), has told local authorities in England and Wales that he sees no reason to change the law on making up private streets. After studying the report of a survey, he believes that the present law can secure equity and allay hardship provided that it is administered sympathetically.

Reminding local authorities of the various means by which they can ensure equitable apportionment of cost, the Minister says that his impression from the survey is that many complaints arise from inadequate understanding by frontagers of the authority's proposals, or of the procedure to be followed. When a street is to be made up frontagers should be told early, and the authority should explain the procedure as well as statutory rights of objection and appeal. Frontagers should be made to feel that they have been fairly dealt with, and financial hardship should be mitigated as far as is reasonably possible. Grievances may often be avoided where the inquiries of frontagers with personal problems are seen to receive individual consideration.

The survey showed that there are about 54,000 private streets widely distributed throughout the country, and that during the next ten years local authorities hope to make up 24,000 of them at a total cost of some £75 million. Of the 110,000 frontagers who have had charges made on them in the last three years, only 4,000 exercised rights of appeal.

The Minister hopes that those authorities who have not yet done so will adopt the code of the 1892 Private Street Works Act now included in the Highways Act 1959, which enables them in apportioning street charges to take account of the differing degrees of benefit derived by frontagers from the making up of private streets. Under the code of 1875 or that of 1892 local authorities also have power to pay the whole or a portion of the cost of any street works in their area, and that where, for example, these works have been deliberately designed to benefit an area beyond the street itself, the local authority may consider it right to make a contribution.

Parliamentary Diary

Answers in Parliament

THE HERBERT REPORT

The Minister of Housing and Local Government has received replies from 108 local authorities about the Report of the Royal Commission on Local Government in Greater London. Almost all supported the two points that the boroughs and districts should be given greater powers, and that for some purposes Greater London needs to be treated as a single entity with an overall authority within the local government structure. Widely different views were expressed about the nature, area and functions of any such authority.

Opinion was almost equally divided for and against a directly elected council for Greater London. Many of its critics supported an alternative plan for a joint board to co-ordinate the activities of the county and county borough councils in a limited field: broad town planning questions, co-ordination of overspill, major traffic matters and planning of main roads. (Minister of Housing, 28th March, 1961.)

PIPELINE LEGISLATION

The Government have decided that it is necessary to legislate to secure in the national interest the orderly development of privately-owned industrial pipelines. The legislation will provide that, where there are objections by public bodies or private individuals to a project, those objections may be heard at a public inquiry and that, in appropriate cases, the Minister's decision will be subject to the approval of Parliament. Before detailed proposals are laid before Parliament, the various interests that would be affected will be consulted. (Minister of Power, 6th March, 1961.)

Bills before Parliament

(Correct to 30th March, 1961, when Parliament adjourned for the Easter recess)

Covent Garden Market Bill. Second Reading, House of Commons, 7th December, 1960.

Crofters (Scotland) Bill. Referred to Scottish Grand Committee, 25th January, 1961.

Crown Estate Bill. First Reading, House of Commons, 1st February, 1961.

Esso Petroleum Company Bill. Private Bill, Royal Assent, 2nd March, 1961.

Flood Prevention (Scotland) Bill. Passed, House of Commons, 1st February, 1961. Passed, House of Lords, 16th March, 1961.

Highways (Miscellaneous Provisions) Bill. Private Member's Bill. Second Reading, House of Commons, 24th February, 1961.

Housing Bill. Second Reading, House of Commons, 27th March, 1961.

Hyde Park (Underground Parking) Bill. Second Reading, House of Commons, 20th March, 1961.

Land Compensation Bill "to consolidate the Acquisition of Land (Assessment of Compensation) Act, 1919, and certain other enactments relating to the assessment of compensation in respect of compulsory acquisitions of interests in land; to the withdrawal of notices to treat; and to the payment of additional compensation and of allowances in connection with such acquisitions or with certain sales by agreement of interests in land; with corrections and improvements made under the Consolidation of Enactments (Procedure) Act, 1949." House of Lords Bill. Second Reading, 21st March, 1961.

Land Drainage Bill. Second Reading, House of Commons, 14th November, 1960.

Licensing Bill. Second Reading, House of Commons, 29th November, 1960.

Mock Auctions Bill. Private Member's Bill. Second Reading, House of Commons, 24th February, 1961.

Private Street Works Bill. Private Member's Bill. Second Reading, 27th January, 1961.

Public Health Bill. House of Lords Bill. Passed, House of Lords, 2nd March, 1961.

Rating and Valuation Bill. Second Reading, House of Commons, 30th November, 1960.

Trustee Investments Bill. House of Lords Bill. Passed, House of Lords, 20th December, 1960. Second Reading, House of Commons, 26th January, 1961.

Trusts (Scotland) Bill. Second Reading, House of Commons, 28th November, 1960.

Weights and Measures Bill. House of Lords Bill. Passed, House of Lords, 13th February, 1961.

Law Cases

This section is intended only as a clue to the Reported Cases

CHANCERY DIVISION
(Plowman, J.)
LEWIS *v.* FRANK LOVE LTD.
[11th, 12th and 13th January, 1961]

Mortgage—Equity of redemption—Clog—Transfer of mortgage—Option to transferee to purchase part of mortgaged property—Transaction carried out in separate documents—Whether option void as clog on equity of redemption.

On 31st October, 1946, the plaintiff mortgaged certain property to A. to secure an advancement of £6,000 with interest. A. died and, in 1953, his personal representatives gave notice calling in the sum of £6,000 which was outstanding on the mortgage. In June, 1954, they recovered judgment for £6,021 13*s.* 11*d.*, the total amount then due under the mortgage. The judgment not having been satisfied, A.'s personal representatives issued a bankruptcy notice against the plaintiff.

The mortgaged property was the plaintiff's sole asset of any substance. He decided to seek town planning permission for the property and, since it would take about two years to obtain planning permission, he also decided to raise £6,500 on the property to pay off A.'s personal representatives and to pay certain expenses in connection with the application for planning permission. Negotiations took place as a result of which the defendant company, which was well aware that the plaintiff required a loan of £6,500, was prepared to lend £6,500 to the plaintiff provided that he gave it an option to purchase a certain part of the property but not otherwise, and the plaintiff was prepared to grant the option if the defendant company lent him £6,500 but not otherwise.

By a transfer of mortgage dated 26th May, 1955, A.'s personal representatives transferred to the defendants the benefit of the legal charge dated 31st October, 1946, and £6,070 was paid by the defendants to A.'s personal representatives. By an agreement also dated 26th May, 1955, in consideration of the defendants agreeing not to require payment of the principal sum secured by the legal charge for two years, the plaintiff granted the defendants the option of purchasing that part of the property which it wanted for £1,000. The defendants never advanced to the plaintiff the balance of the proposed loan of £6,500. By a notice dated 18th March, 1957, the defendants purported to exercise the option but the plaintiff declined to comply with the notice.

In an action in which the plaintiff claimed, *inter alia*, a declaration that the agreement dated 26th May, 1955, was void as a clog on the equity of redemption of the property :—

Held : (1) that the principles on which a clog on the equity of redemption was void where the clog was imposed as part of the original transaction applied to a transfer of a mortgage arranged between the mortgagor and the transferee, where one of the terms of the arrangement was that the transferee, in return for the loan, should have an option to purchase part of the mortgaged property.

(2) That, in the case of a mortgage transaction, the court must look at the substance of the matter and not the form in which the bargain was carried out, and inquire into the object and purpose with which the documents were executed, and that, since the documents dated 26th May, 1955, were executed as part of a bargain, the object and purpose of which was that the plaintiff should receive a loan of £6,500 and the defendants an option to purchase part of the mortgaged property, the option was void as a clog on the equity of redemption for, if it was exercised, it would prevent the plaintiff from recovering the part of the property to which it applied.

Reeve v. *Lisle* [1902] A.C. 461 ; 18 T.L.R. 767, H.L. and *Samuel* v. *Jarrah Timber and Wood-paving Corpn. Ltd.* [1909] A.C. 323 ; 20 T.L.R. 536, H.L. *applied.* ([1961] 1 W.L.R. 261.)

COURT OF APPEAL

(Lord Evershed, M.R., Harman and Donovan, L.JJ.)

GROSVENOR PLACE ESTATES, LTD. *v.* ROBERTS (INSPECTOR OF TAXES)

[1st, 2nd, 5th, 6th and 20th December, 1960]

Income Tax—Deduction of tax—Failure to deduct—Rent on long lease—Liability of recipient to be assessed—Income Tax Act, 1952 (15 *and* 16 *Geo.* 6 *and* 1 *Eliz.* 2, *c.* 10), *s.* 1, *s.* 122, *s.* 148, *s.* 170 (1), (2), (3), *s.* 177 (2), *Sch. D.*

The National Coal Board held a lease from the taxpayer company for a term of 81 years at an annual rent of £96,177. They omitted to deduct tax or to render an account of tax deducted to the Commissioners of Inland Revenue to enable the Special Commissioners of Income Tax to assess the board thereon, which, the rent not being paid out of profits or gains brought into charge to tax, they were required to do under section 170 (1), (2) and section 177 (2) of the Income Tax Act, 1952. The taxpayer company was charged to tax on assessment by the Additional Commissioners in respect of the rent received.

Held (Harman, L.J., dissenting) : the taxpayer company was properly charged to tax, since the duty of assessing the National Coal Board imposed on the Special Commissioners by section 170 (2) did not deprive the Additional Commissioners of their jurisdiction to assess tax on the taxpayer company as the recipient of the rent under schedule D by virtue of section 177 (2).

Glamorgan Quarter Sessions v. *Wilson* ([1910] 1 K.B. 725) and dictum of Upjohn, J., in *Stokes* v. *Bennett* ([1953] 2 All E.R. at p. 316) *approved* and *applied.*

Decision of Danckwerts, J. ([1960] 1 All E.R. 643) *affirmed.* ([1961] 1 All E.R. 341.)

QUEEN'S BENCH DIVISION

(Lawton, J.)

WESTON *v.* LAWRENCE WEAVER LTD.

[11th, 12th, 13th and 16th January, 1961]

Easement—Right of way—Excessive user—Damage by one dominant owner to servient tenement—Whether other dominant owner entitled to sue him for physical damage to servient tenement.

The plaintiff and the defendant company were both entitled to rights of way over a private road which separated their respective properties. Neither of them owned the private road. The plaintiff brought an action against the defendant company for damages for (*inter alia*) churning up and destroying the surface of the right of way so as to impede its use by the plaintiff :—

Held : that the plaintiff, as the owner of a right of way, could not recover damages for physical damage to the servient tenement, for his right to damages lay in an unlawful interference with his right to pass and repass over it ; and, since, on the evidence, the damage caused to the servient tenement did not substantially interfere with his right to pass and repass, he had no cause of action under that head of claim. ([1961] 2 W.L.R. 192.) (See *Legal Notes*, page 641.)

CHANCERY DIVISION

(Danckwerts, J.)

WESTERBURY PROPERTY AND INVESTMENT CO. LTD. *v.* CARPENTER

[24th November, 1960]

Landlord and Tenant—Business premises (security of tenure)—Competent "landlord"—Sub-tenancy—Notice determining tenancy served on mesne landlord—Application for new tenancy by mesne landlord—Sub-tenant holding over—Notice served by landlord on sub-tenant—Whether landlord or mesne landlord competent "landlord"—Landlord and Tenant Act, 1954 (2 *and* 3 *Eliz.* 2, *c.* 56), *s.* 25 (4), 44 (1), 69.

By a lease dated 28th June, 1946, the predecessors in title of the plaintiffs granted to P. and G. a lease of certain business premises for a term of 14 years from 25th March, 1946. On 31st March, 1948, P. and G. granted a sublease of the first floor of the premises to the defendant for a term of

three years from 25th March, 1948. After the expiration of the sublease the defendant continued in occupation of the first floor of the premises as a tenant from year to year.

On 10th August, 1959, the plaintiffs gave notice to P. and G. under section 25 of the Landlord and Tenant Act, 1954, requiring them to give up possession of the premises on 25th March, 1960, and P. and G. applied to the county court for a new tenancy. On 22nd January, 1960, the plaintiffs served on the defendant a notice purporting to be a notice under section 25 of the Act determining her tenancy on 31st July, 1960. On 29th January, 1960, P. and G. withdrew their application for a new tenancy and subsequently gave up possession of the premises. The defendant applied for a new tenancy of the first floor.

In an action in which the plaintiffs claimed declarations that they were the competent " landlord " within section 44 of the Act, that the notice dated 22nd January, 1960, was an effective notice under section 25 of the Act, and that the defendant's tenancy would come to an end on 31st July, 1960 :—

Held : that, as this was a tenancy to which section 25 (4) of the Act applied, and the date on which the tenancy would have come to an end by effluxion of time was 25th March, 1960, a notice specifying 31st July, 1960, as the date of termination was effective if given by the " landlord " within the meaning of Part II of the Act ; but that, on 22nd January, 1960, the plaintiffs were not the " landlord " within the definition in section 44 (1) of the Act and could not, therefore, on that date, give an effective notice under section 25 of the Act to determine the tenancy. ([1961] 1 W.L.R. 272.)

QUEEN'S BENCH DIVISION
(Diplock, J.)

THOMAS *v.* NATIONAL FARMERS UNION MUTUAL INSURANCE SOCIETY, LTD.

[20th December, 1960]

Agriculture—Agricul ural holding—Termination of tenancy—Crops grown on holding in last year of tenancy—Property in crops left on holding passing to landlord on tenant quitting the holding—Whether tenant continued to have insurable interest in hay and straw—Whether property in crops passed to landlord by operation of law—Agricultural Holdings Act, 1948 (11 *and* 12 *Geo.* 6 *c.* 63), *s.* 47, *Sch.* 4, *Part* 2, *para.* 8.

The claimant was the tenant of Iscoed Home Farm, Carmarthenshire, from November, 1954, until 5th October, 1956, on which date he quitted the holding pursuant to a notice to quit served by his landlord under the Agricultural Holdings Act, 1948. The claimant left on the holding a quantity of hay and straw which were produce of the preceding twelve months and which, as a result of a claim in writing by the landlord to be entitled to these crops, had not been put into the sale held by the claimant before he quitted the holding. Under a policy of insurance issued by the respondents, the claimant was insured against the damage or destruction by fire of certain items of property on the holding, including hay and straw, for the period 15th February, 1956, to 15th February, 1957. By condition 3 (a) of the policy, if any of the insured property passed from the claimant to any other person " otherwise than by . . . operation of law " the policy ceased to be in force in relation to that property. On 4th December, 1956, the hay and straw were destroyed by fire :—

Held : (i) by virtue of the Agricultural Holdings Act, 1948, particularly section 12 (1), section 47 (1), the property in the hay and straw (being crops left on the holding pursuant to section 12 (1)) passed to the landlord on the termination of the tenancy on the claimant's quitting the holding, and the claimant acquired instead the right to compensation given by section 47 ; therefore on 5th October, 1956, when the claimant quitted the holding, he ceased to have any insurable interest in the hay and straw.

(ii) the passing of the property in the hay and straw to the landlord was a passing by operation of law within the meaning of condition 3 (a) of the policy ; accordingly, by virtue of condition 3 (a), the policy continued in force after the claimant quitted the holding and he was entitled to recover under the policy for the loss of the hay and straw.

([1961] 1 All E.R. 363.)

COURT OF APPEAL
(Devlin, Danckwerts and Davies, L.JJ.)

AKERIB *v.* BOOTH & OTHERS, LTD.

(16th, 17th, and 18th January, 1961)

Contract—Exception clause—Tenancy agreement including agreement for tenant's goods to be packed exclusively by landlord—Packing agreement expressed to be subject to conditions set out in schedule to agreement—Exception clause in schedule—Landlord not " in any circumstances " to be responsible for damage caused by water to any goods—Tenant's goods damaged by escape of water from cistern in water closet—Water closet in landlord's possession—Whether landlord liable for damage.

By an agreement in writing dated 1st December, 1954, the defendants let to the plaintiff four offices on the third floor of premises which they owned, a wareroom on the second floor and a wareroom on the third floor. They retained in their possession a water closet on the fourth floor. Under the terms of the agreement, the defendants agreed to make-up and pack the plaintiff's goods, at rates agreed on between the parties, " subject to the terms and conditions set out in the schedule " to the agreement ; and the plaintiff agreed to employ the defendants exclusively in making-up and packing all goods bought by or belonging to him, or in which he might be interested, or which might come under his control in connexion with his business as carried on on the premises. Paragraph 2 of the schedule provided that the defendants " shall not in any circumstances be responsible for damage caused by . . . water . . . insects vermin or fungi to any goods whether in the possession of the [defendants] or not . . .". Between 3rd and 5th April, 1958, water escaped from a cistern in the water closet owing to the negligence of the defendants or their servants, and caused damage to the plaintiff's goods in the part of the premises let to him. In an action by the plaintiff for damages for negligence, the defendants claimed that they were protected from liability by paragraph 2 of the schedule to the agreement :—

Held : the defendants were liable to the plaintiff in damages, because the schedule to the agreement between the parties related only to the contract in regard to the making-up and packing of the plaintiff's goods, and, therefore, the exception from liability under paragraph 2 of the schedule was restricted to goods that came into the possession of the landlord or his sub-contractors pursuant to the contract.

Decision of Jones, J. ([1960] 1 All E.R. 481) *reversed* on another ground. ([1961] 1 All E.R. 380.)

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AGRICULTURE AND FORESTRY

VALUATION, HOUSING AND PLANNING

three years from 25th March, 1948. After the expiration of the sublease the defendant continued in occupation of the first floor of the premises as a tenant from year to year.

On 10th August, 1959, the plaintiffs gave notice to P. and G. under section 25 of the Landlord and Tenant Act, 1954, requiring them to give up possession of the premises on 25th March, 1960, and P. and G. applied to the county court for a new tenancy. On 22nd January, 1960, the plaintiffs served on the defendant a notice purporting to be a notice under section 25 of the Act determining her tenancy on 31st July, 1960. On 29th January, 1960, P. and G. withdrew their application for a new tenancy and subsequently gave up possession of the premises. The defendant applied for a new tenancy of the first floor.

In an action in which the plaintiffs claimed declarations that they were the competent " landlord " within section 44 of the Act, that the notice dated 22nd January, 1960, was an effective notice under section 25 of the Act, and that the defendant's tenancy would come to an end on 31st July, 1960 :—

Held : that, as this was a tenancy to which section 25 (4) of the Act applied, and the date on which the tenancy would have come to an end by effluxion of time was 25th March, 1960, a notice specifying 31st July, 1960, as the date of termination was effective if given by the " landlord " within the meaning of Part II of the Act ; but that, on 22nd January, 1960, the plaintiffs were not the " landlord " within the definition in section 44 (1) of the Act and could not, therefore, on that date, give an effective notice under section 25 of the Act to determine the tenancy. ([1961] 1 W.L.R. 272.)

QUEEN'S BENCH DIVISION

(Diplock, J.)

THOMAS *v.* NATIONAL FARMERS UNION MUTUAL INSURANCE SOCIETY, LTD.

[20th December, 1960]

Agriculture—Agricul ural holding—Termination of tenancy—Crops grown on holding in last year of tenancy—Property in crops left on holding passing to landlord on tenant quitting the holding—Whether tenant continued to have insurable interest in hay and straw—Whether property in crops passed to landlord by operation of law—Agricultural Holdings Act, 1948 (11 *and* 12 *Geo.* 6 *c.* 63), *s.* 47, *Sch.* 4, *Part* 2, *para.* 8.

The claimant was the tenant of Iscoed Home Farm, Carmarthenshire, from November, 1954, until 5th October, 1956, on which date he quitted the holding pursuant to a notice to quit served by his landlord under the Agricultural Holdings Act, 1948. The claimant left on the holding a quantity of hay and straw which were produce of the preceding twelve months and which, as a result of a claim in writing by the landlord to be entitled to these crops, had not been put into the sale held by the claimant before he quitted the holding. Under a policy of insurance issued by the respondents, the claimant was insured against the damage or destruction by fire of certain items of property on the holding, including hay and straw, for the period 15th February, 1956, to 15th February, 1957. By condition 3 (a) of the policy, if any of the insured property passed from the claimant to any other person " otherwise than by . . . operation of law " the policy ceased to be in force in relation to that property. On 4th December, 1956, the hay and straw were destroyed by fire :—

Held : (i) by virtue of the Agricultural Holdings Act, 1948, particularly section 12 (1), section 47 (1), the property in the hay and straw (being crops left on the holding pursuant to section 12 (1)) passed to the landlord on the termination of the tenancy on the claimant's quitting the holding, and the claimant acquired instead the right to compensation given by section 47 ; therefore on 5th October, 1956, when the claimant quitted the holding, he ceased to have any insurable interest in the hay and straw.

(ii) the passing of the property in the hay and straw to the landlord was a passing by operation of law within the meaning of condition 3 (a) of the policy ; accordingly, by virtue of condition 3 (a), the policy continued in force after the claimant quitted the holding and he was entitled to recover under the policy for the loss of the hay and straw. ([1961] 1 All E.R. 363.)

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By an agreement in writing dated 1st December, 1954, the defendants let to the plaintiff four offices on the third floor of premises which they owned, a wareroom on the second floor and a wareroom on the third floor. They retained in their possession a water closet on the fourth floor. Under the terms of the agreement, the defendants agreed to make-up and pack the plaintiff's goods, at rates agreed on between the parties, " subject to the terms and conditions set out in the schedule " to the agreement ; and the plaintiff agreed to employ the defendants exclusively in making-up and packing all goods bought by or belonging to him, or in which he might be interested, or which might come under his control in connexion with his business as carried on on the premises. Paragraph 2 of the schedule provided that the defendants " shall not in any circumstances be responsible for damage caused by . . . water . . . insects vermin or fungi to any goods whether in the possession of the [defendants] or not . . .". Between 3rd and 5th April, 1958, water escaped from a cistern in the water closet owing to the negligence of the defendants or their servants, and caused damage to the plaintiff's goods in the part of the premises let to him. In an action by the plaintiff for damages for negligence, the defendants claimed that they were protected from liability by paragraph 2 of the schedule to the agreement :—

Held : the defendants were liable to the plaintiff in damages, because the schedule to the agreement between the parties related only to the contract in regard to the making-up and packing of the plaintiff's goods, and, therefore, the exception from liability under paragraph 2 of the schedule was restricted to goods that came into the possession of the landlord or his sub-contractors pursuant to the contract.

Decision of Jones, J. ([1960] 1 All E.R. 481) *reversed* on another ground. ([1961] 1 All E.R. 380.)

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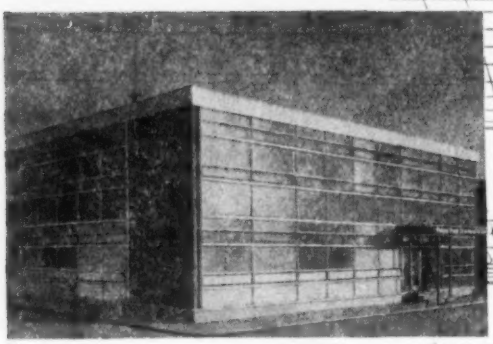

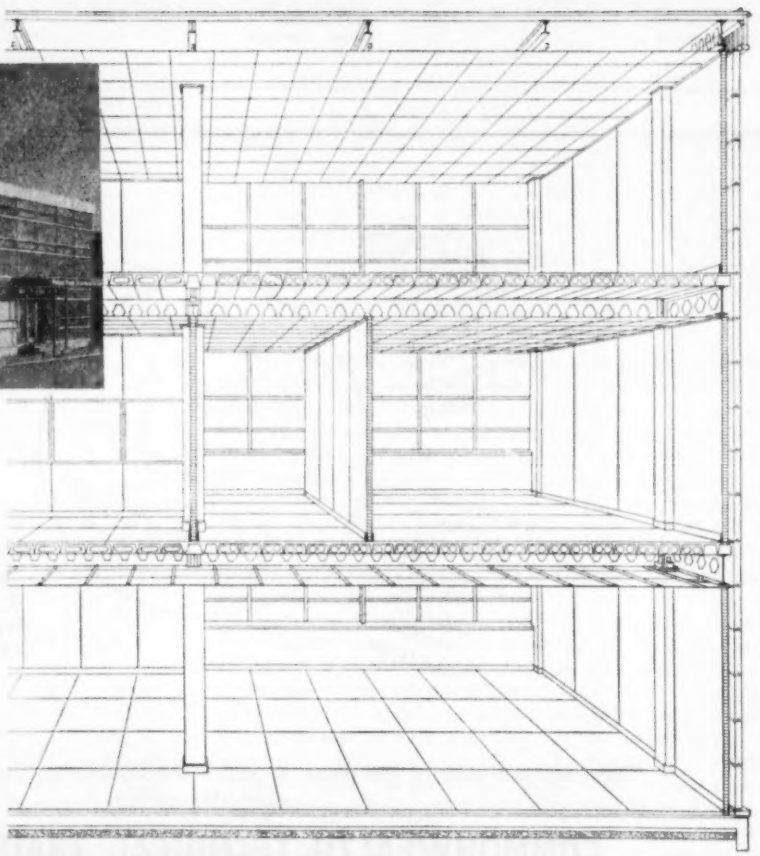

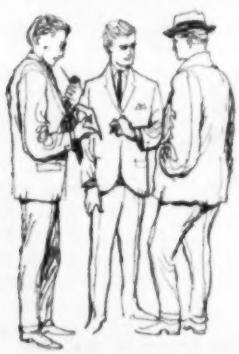

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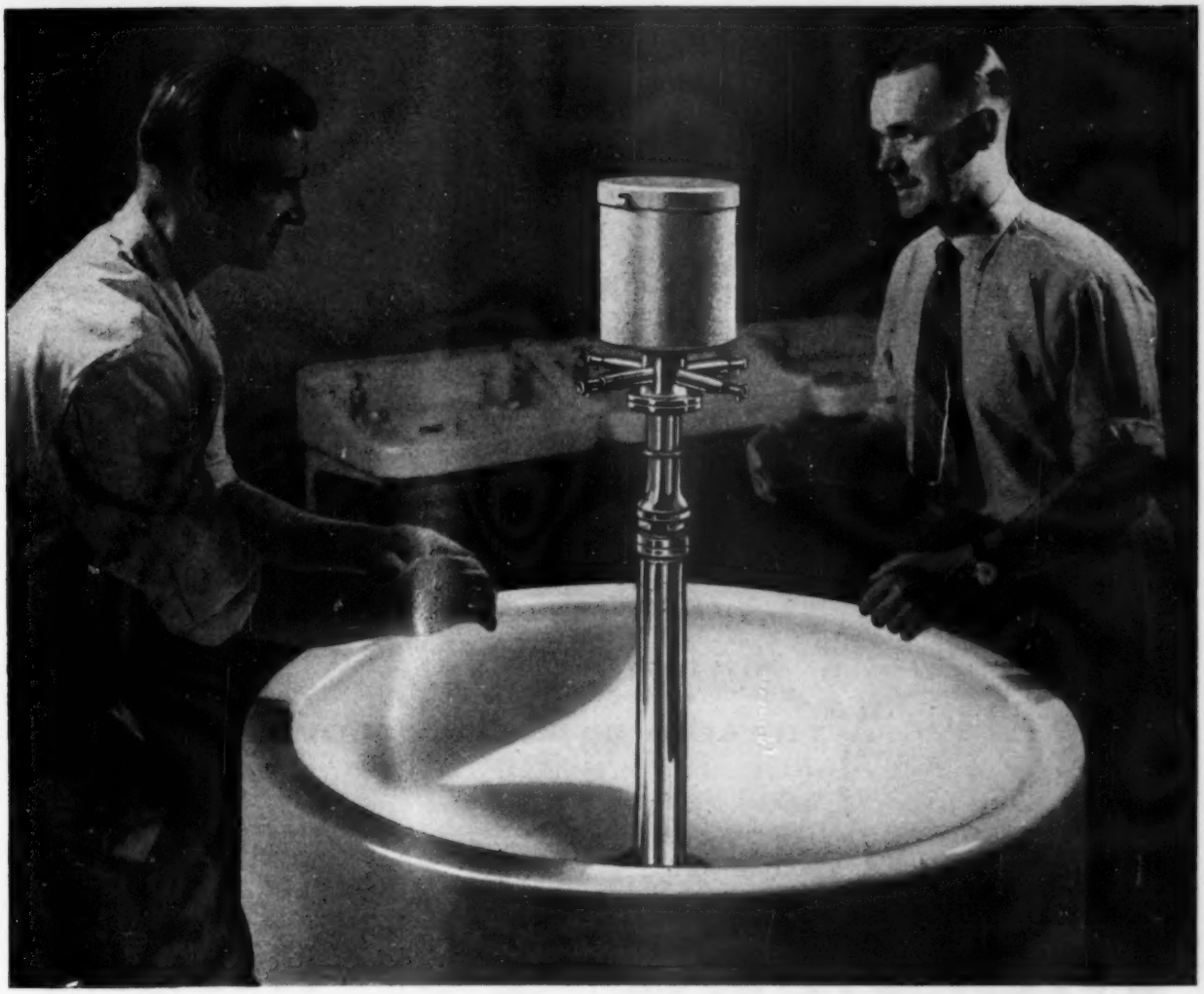

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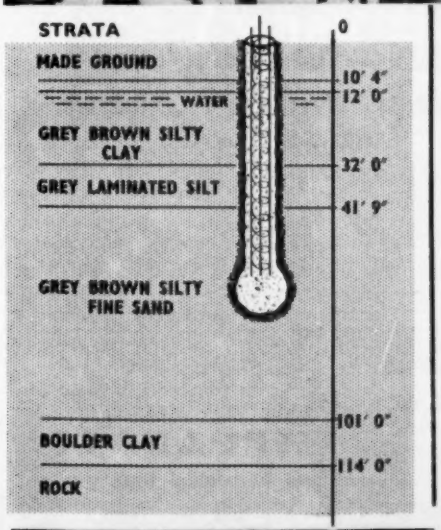

PROBLEM

Four seventeen-storey blocks of flats were constructed on this site, the floor area of each being about 90′ x 90′, and imposing a load at ground level of about thirty cwts. per square foot. As will be seen from the strata details there is a very high water table about 12′ below ground level, and between that and the rock, which is over 100′ down, there is nothing but silt and sand. Ordinary footings would have been out of the question due to the high water table, and the problem was how to carry this high concentrated load without taking piles right down to the rock.

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Contract No: 3148 · **Client:** Corporation of Glasgow
Location: Gorbals, Glasgow · **Architects:** Robert Matthew & Johnson-Marshall
Engineers: F. A. Macdonald & Partners
General Contractors: A. A. Stuart & Sons (Glasgow) Ltd
Type of Structure: Four 17-storey flats · **Number and Type of Piles:** 1053 Franki Driven
Working Load: 45 tons · **Average Length:** 57 feet

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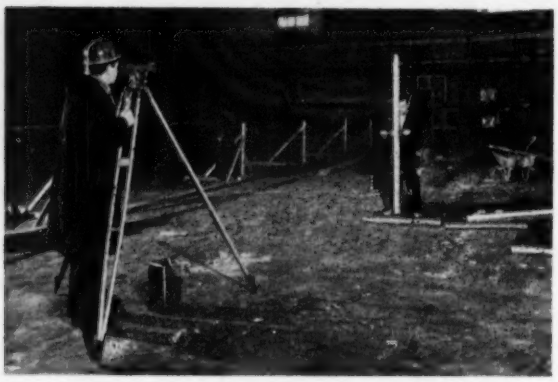

Photograph by courtesy of Bovis Ltd. and Associated Rediffusion

FOR the smooth tracking of mobile television cameras from long-shot to close-up, the floor must be absolutely flat.

This was one of the problems facing the building contractors responsible for the new Associated Rediffusion television studios at Wembley. The floor surface of the main studio had to be flat over its entire area of 8400 square feet. The method used to ensure this was to fix a network of vertical adjustable bolts to the floor foundation at intervals of approximately ten feet. Precision-divided levelling staves were then placed on each bolt in turn and levelling was carried out quickly to within 1/64 inch by using an Autoset fitted with an optical micrometer. After final adjustments to the bolts had been made, the top surface of the floor was floated on to the foundations and made flush with the tops of the reference bolts.

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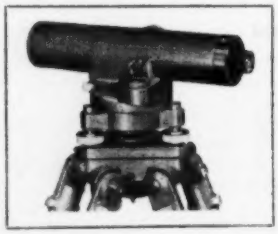

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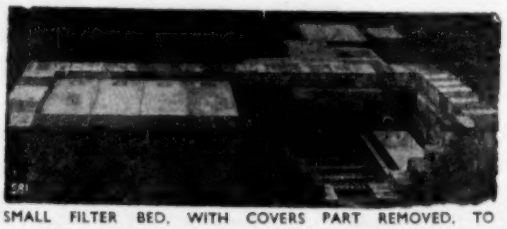

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Write Director of Recruitment, Colonial Office, London, S.W.1, giving full names, age, qualifications and experience, quoting BCD 112/51/03/E3.

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requires three Staff Surveyors about 30 years of age to serve areas based on Branch Offices at Manchester, Leeds and Newcastle. Applicants should be members of the Royal Institution of Chartered Surveyors or possess equivalent qualifications and should be experienced in Building Construction and Valuations for Building Societies or similar organisations. Progressive appointment with good commencing salary and car provided for official duties. Excellent contributory staff pension scheme. Applications (envelope endorsed "Staff Surveyor") stating age, education, experience and personal particulars should be sent to The General Manager, Leicester Permanent Building Society, Welford House, Welford Place, Leicester.

THE LONDON HOSPITAL, Whitechapel, E.1. has vacancy for Architectural Assistant. Adequate scope for personal responsibility in preparation of schemes arising from modifications to and development of Building Works and involving all aspects of design and construction.

Particularly appropriate to applicants with or preparing for Intermediate R.I.C.S. or equivalent.

Appointment on scale £645—£940 p.a. Applications, marked "Personal" to the Chief Engineer.

VACANCIES FOR ASSISTANT LAND COMMISSIONERS IN GOVERNMENT SERVICE

MINISTRY OF AGRICULTURE, FISHERIES AND FOOD require unestablished ASSISTANT LAND COMMISSIONERS in Agricultural Land Service. Possibility of establishment later for suitable candidates. A.R.I.C.S., A.A.I. (rural), Q.A.L.A.S., or degree in Rural Estate Management essential. Duties mainly concerned with management of agricultural land, advice on estate management and work on grant aided improvement schemes. Ability to drive car essential. Salary £926 p.a., rising to £1,430 p.a. (National rates). Forms from Ministry of Labour, Technical and Scientific Register (J), 26, King Street, London, S.W.1, quoting ref : J/VAL (Room 403).

MIDDLESEX COUNTY COUNCIL
ARCHITECT'S DEPARTMENT

BUILDING INSPECTOR, APT II (£815—960 plus London Weighting up to £40) to supervise maintenance and minor building works in North Middlesex. Car allowance.

BUILDING SURVEYORS or ARCHITECTURAL ASSISTANTS, APT III/IV (£1,005—1,355) for preparation of schemes for minor building works.

All posts : Established. Prescribed conditions. Application forms from County Architect, 1, Queen Anne's Gate Buildings, Dartmouth Street, S.W.1, returnable by 11th May. (Quote F894 C.S.)

NOTTINGHAM. Busy firm of Chartered Surveyors, Auctioneers and Estate Agents require :—

(*a*) Valuation Assistant ; experienced and fully qualified either A.R.I.C.S. or A.A.I.

(*b*) Improver at Intermediate level.

Good salaries and prospects for both appointments. Box number 479, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

PLANNING OFFICER
PUBLIC WORKS DEPARTMENT
GOVERNMENT OF HONG KONG

Duties : To prepare plans and conditions for development schemes of all types. General Town Planning duties and consideration of private and public building proposals.

Qualifications : Candidates (men only, and under 45) must be A.M.T.P.I. and have a minimum of one year's post qualification experience. They should also preferably be A.R.I.C.S., A.R.I.B.A., A.M.I.C.E. or A.M.I.Mun.E.

Terms of appointment : Pensionable. Salary range £1,650—£2,865 with point of entry between £1,650 and £2,325. Free passages. Accommodation at moderate rent. Generous home leave. Free medical attendance. Write to Director of Recruitment, Colonial Office, London, S.W.1, giving full names, age, qualifications and experience, quoting BCD.112/51/031/E3.

SYDNEY, AUSTRALIA. Young Taker-off with at least 10 years' experience in Quantity Surveyor's office required for 3-year contract. Commencing salary £A1,800 p.a. plus overtime. Fares paid. Box 438, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

SENIOR SURVEYOR to act as Office Manager required. Extensive experience in Valuations essential, particularly house and shop property, also sound knowledge of Town Planning, Compulsory Purchase, Dilapidations and Structural Surveys. Good salary, car allowance. Apply : Robt. W. Fuller, Moon & Fuller, 85, High Street, Croydon (3124/5/6).

UNIVERSITY OF EDINBURGH
DEPARTMENT OF ARCHITECTURE

The Housing Research Unit, under the direction of Professor R. H. Matthew, C.B.E., M.A., F.R.I.B.A., requires a

QUANTITY SURVEYOR

In addition to the normal duties of a Quantity Surveyor, the successful candidate will be expected to study methods of cost control and their application to housing, and to cost plan two sizeable housing projects, making a positive contribution as an integral member of a design team.

The salary will be up to £1,500 per annum, and the appointment will be for 3½ years in the first instance.

Applications (four copies), giving the names of two referees, should be lodged with the undersigned not later than 20th May, 1961.

CHARLES H. STEWART,
Secretary to the University.

March, 1961.

QUANTITY SURVEYORS

Pensionable posts for men and women in :

ADMIRALTY
WAR DEPARTMENT
AIR MINISTRY
MINISTRY OF EDUCATION
MINISTRY OF HEALTH
MINISTRY OF HOUSING AND LOCAL GOVERNMENT
MINISTRY OF WORKS

Age at least 25 and under 35 on 1.1.61 (extension for regular Forces service, Overseas Civil Service, established civil service and temporary Government service as Quantity Surveyor). Candidates must have achieved Corporate Membership of R.I.C.S. (Quantities Section) or have passed examinations necessary for attaining such membership. National salary, £936—£1,258, according to age, rising to £1,430. Promotion prospects. Write Civil Service Commission, 17, North Audley Street, London, W.1, for application form, quoting S/63.

QUANTITY SURVEYORS require qualified men for offices in Sydney and Perth, Australia. Write, stating age, experience and salary required, Box 339, T. G. Scott & Son, Ltd., 1, Clement's Inn, Strand, London, W.C.2.

BRISBANE, AUSTRALIA. Quantity Surveying staff vacancies for qualified men and students exist with Herbert A. Mitchell & Son. Write for appointment with principal who will shortly be in U.K., stating age, experience and salary required. Box No. 475, T. G. Scott & Son Ltd., 1, Clement's Inn, Strand, London, W.C.2.

CITY OF BULAWAYO
(SOUTHERN RHODESIA)

VACANCY FOR VALUER

CITY TREASURER'S DEPARTMENT

Grade £1,620 x £60—£1,800 a year

Pension fund, medical fund, good leave conditions. Applicants must be A.R.I.C.S. or A.A.I. For further details apply, by airmail, to the City Valuer, P.O. Box 653, Bulawayo, Southern Rhodesia. Closing date 31st May, 1961.

E. G. WRIGHT,
Acting Town Clerk.

WEST END SURVEYORS require assistant for work on supervision of repairs, lettings, records, etc. Salary £500 p.a. Write Davis & Co., 62, Berners Street, W.1. Reference E.H.

WELL-KNOWN FIRM of London Chartered Quantity Surveyors, with varied and expanding practice, require experienced ASSISTANTS capable of handling jobs through all stages with the minimum of supervision. Commencing salary up to £1,500 per annum according to ability. The appointments envisaged would be permanent. Write, giving details of experience and salary expected, to Box 472, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

OLD-ESTABLISHED firm in Kent, with extensive practice, have vacancy for qualified Manager/Negotiator. Excellent prospects, and possibility of partnership in due course. Replies in confidence to Box No. 480, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

NOTTINGHAM AND DISTRICT TECHNICAL COLLEGE

BURTON STREET, NOTTINGHAM

Principal : D. A. R. Clark, M.Sc.(Tech.), M.I.Mech.E.

The further development of advanced work necessitates the following additional staff :—

SENIOR LECTURER IN QUANTITY SURVEYING
LECTURER IN PUBLIC HEALTH INSPECTION

Research, post-graduate work and Consultancy work encouraged.

Salaries in accordance with the Burnham Technical Scale as follows :—

Senior Lecturer : £1,550 x £50—£1,750 per annum.
Lecturer : £1,370 x £35—£1,550 per annum.

A salary above the minimum will be paid in approved cases on both the above scales.

Further particulars and form of application may be obtained from the Principal to whom completed forms should be returned not later than 15th May, 1961.

CARDIFF. Chartered Surveyors and Auctioneers have vacancy for Valuation Assistant. Applicants preparing for Final Examination considered. Applications in own hand writing, stating age, experience and salary required to Box No. 482, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

PARTNERSHIPS AND PRACTICES REQUIRED

ASSOCIATE QUANTITY SURVEYOR, aged 34, with varied experience, requires a responsible position in the London Area, with a view to purchase of Partnership. Box No. 474, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

F.R.I.C.S., F.A.I., with extensive West End and Provincial experience seeks partnership in progressive firm where flair for Agency would be appreciated. Not suburbs. Age 37. Capital available. Box 467, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

APPOINTMENTS REQUIRED

TO BUILDING, PROPERTY AND COMMERCIAL COMPANIES, BUILDING AND ASSURANCE SOCIETIES, ETC.

SENIOR BUILDING SURVEYOR aged 39 years, with wide experience of Building Supervision contract management, redevelopment planning and lecturing, seeks position of responsibility. For past 12 years in charge of development worth £1½ million per annum. Housing, shops and industrial estates, acting as Master Co-ordinator for public client, liaising with architects, surveyors, engineers, developers and public authorities, thereby getting value for money. Salary expected £1,950 p.a. with prospects. Box No. 473, T. G. Scott & Son Ltd., 1, Clement's Inn, London, W.C.2.

BUILDING SURVEYOR taken R.I.C.S. Inter. requires post offering interesting and varied work to improve knowledge of building. Box No. 481, T. G. Scott & Son, Ltd., 1, Clements Inn, London, W.C.2.

LECTURES AND COURSES

TRAINING IN VALUATION AND ESTATE MANAGEMENT

FIVE-YEAR TRAINING COURSE LEADING TO PROFESSIONAL QUALIFICATIONS

The attention of Headmasters, parents and 1961 school leavers is invited to a five-year course of full-time professional training in the Valuation Department of the London County Council which will commence in September, 1961.

Applications are invited for admission to this course from students not above 25 years of age on 1st August, 1961, who are keen to enter the profession. The candidates selected will be prepared by practical training and tuition at technical college for :—

(*a*) the degree of B.Sc. (Estate Management) of the University of London or
(*b*) the examinations of the Royal Institution of Chartered Surveyors.

Candidates for (*a*) must have G.C.E. with passes in either five subjects including two at "A" level or four subjects including three at "A" level.

Candidates for (*b*) must have G.C.E. with passes in five subjects at "O" level including English language and mathematics (three having been taken at one time). Candidates at 1961 (Summer) examinations will be considered in advance of publication of results if recommended by Headmasters.

Commencing rate of pay during training is according to age and starts at 191*s.* at age 18.

Full particulars are contained in the Prospectus which may be obtained from :—

WILLIAM WEBB, F.R.I.C.S.,
Valuer to the Council, (E/E/983/5),
County Hall, S.E.1.

Last day for receipt of applications is 31st May.

THE PAGES CONTAINING THE APPOINTMENTS SECTION CAN BE SENT BY AIR MAIL, FREE OF CHARGE, TO MEMBERS OF THE INSTITUTION PRACTISING OVERSEAS. ALL ENQUIRIES ON THIS SUBJECT SHOULD BE ADDRESSED TO THE INSTITUTION.

PLEASE NOTE

ALL ADVERTISEMENTS for inclusion in the Appointments Section of *THE CHARTERED SURVEYOR* should be sent to :—

T. G. Scott & Son Ltd.,
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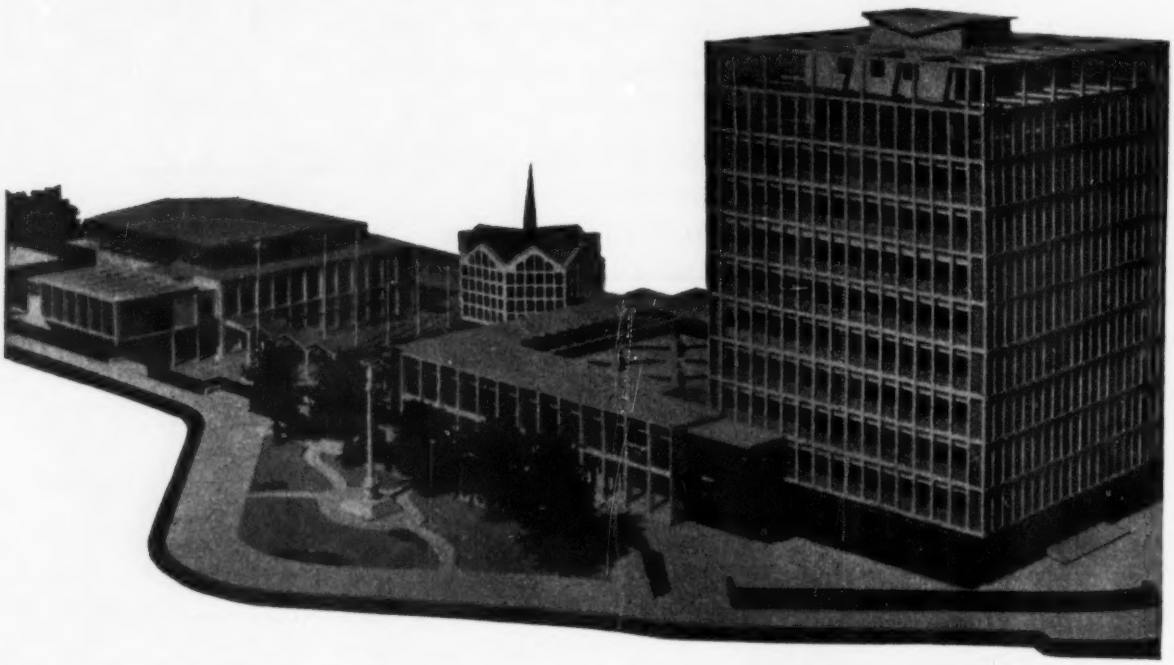
London, W.C.2.
Tel. No. HOLborn 4743

and arrive by the 15th of the month **before** publication.

The charge is :
8/- the first line and any line of capitals
4/- a line thereafter.

A Box Number occupies approximately two lines of (8/-) and there is an additional charge 1/- for forwarding replies.

CIVIC CENTRE CIVIC PRIDE in Carlisle



John Laing Construction Limited have commenced work on the first phase of the £670,000 Carlisle Civic Centre project. Due for completion within two years, this phase of the project includes an 11-storey administrative block, an octagonal Council Chamber and the two-storey Civic Suite which links them. The reinforced concrete frame construction used will be mosaic clad and have in-filling of exposed aggregate panels. This imaginative civic development is one with which the Company, with its century-old connections with Carlisle, is proud to be associated.

Architect:
Charles B. Pearson & Son (Manchester)

Consulting Engineers:
Bolton, Hennessey and Partners (Structural)
Donald Smith, Seymour and Rooley
(Mechanical and Electrical)

Quantity Surveyors:
Lay and Partners

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JOHN LAING AND SON LIMITED, GREAT BRITAIN AND OVERSEAS

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